



## SPECIAL CITY COUNCIL MEETING

July 22, 2020 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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### AGENDA

#### CALL TO ORDER

Invocation

Flag Salute

#### ROLL CALL

**PUBLIC PARTICIPATION:** For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

#### DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11)

#### CONSENT AGENDA

1. Request approval of Amendment #1 extending the Continuing Consulting Contract for General Engineering Services with Pegasus Engineering LLC.
2. Request City Council approve the renewal of a cooperative purchasing professional services agreement with Thompson Consulting Services LLC for debris management services.

#### PUBLIC HEARINGS

3. Request the City Council approve the second reading of Ordinance #04-2020, to submit proposed amendments to the City of DeBary Charter to the electors of DeBary.
4. The Applicant and owner, Don Bolden, is requesting approval of a variance to locate and build a detached garage in the front of the home.
5. Jerome Henin of the Henin Group is seeking final plat approval for Springview Woods Phase 4, which consists of lots 148-195.

#### NEW BUSINESS

6. City Manager is requesting the City Council to adopt Resolution No. 2020-09 to set the proposed ad valorem millage rate of 2.9247 for fiscal year 2020/2021 and to set the date, time, and place of the tentative budget hearing on the fiscal year 2020/2021 budget for September 9, 2020 at 6:30 PM in the Council Chambers at City Hall. Council may set the proposed millage rate higher than the City Manager's recommendation.
7. City Manager is requesting the City Council to adopt Resolution No. 2020-10 to set the Stormwater Non- Ad Valorem Assessment for fiscal year 2020/2021.
8. City Manager is requesting the City Council to adopt Resolution No. 2020-11 to set the Solid Waste Non- Ad Valorem Assessment for fiscal year 2020/2021 at \$220.00 per residential unit.

- [9.](#) City Manager is requesting the City Council to adopt Resolution No. 2020-12 to set the Street Lighting Districts Non- Ad Valorem Assessments for fiscal year 2020/2021.
- [10.](#) City Manager is requesting the City Council to adopt Resolution No. 2020-13 to set the Orlandia Heights Neighborhood Improvement District Non- Ad Valorem Assessment for fiscal year 2020/2021 at \$300.00 per parcel.
- [11.](#) City Manager is requesting the City Council to adopt Resolution No. 2020-14 to set the FT Florida Rd Area Special Assessment District Non-Ad Valorem Assessment for fiscal year 2020/2021 at \$1,121.53 per parcel.

## **COUNCIL MEMBER REPORTS / COMMUNICATIONS**

### Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

## **DATE OF UPCOMING MEETING / WORKSHOP**

Regular City Council Meeting August 5, 2020, 6:30 p.m.

## **ADJOURN**

If any person decides to appeal any decision made by the City Council 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 (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Amendment #1 – Continuing Consulting Contract for General Engineering Services – Pegasus Engineering, LLC	<b>Attachments:</b> <input type="checkbox"/> Ordinance
<b>From:</b> Carmen Rosamonda, City Manager	<input type="checkbox"/> Resolution
<b>Meeting Hearing Date</b> July 22, 2020	<input checked="" type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

### REQUEST

Request approval of Amendment #1 extending the Continuing Consulting Contract for General Engineering Services with Pegasus Engineering LLC.

### PURPOSE

The current Continuing Consulting Contract for General Engineering Services with Pegasus Engineering expires July 29, 2020. There are critical, high-priority stormwater projects, such as Woodbound Lake and Valencia Rd, whereby Pegasus is currently provided engineering services.

### CONSIDERATIONS

- Amendment #1 provides for an extension through September 30, 2020 and one 90-day option period.
- The City of DeBary has a number of continuing consulting contracts. Because of the age of these contracts, it makes good business sense to revisit the market place and update these contract, both in requirements and price.
- The City of DeBary issued a RFQ for 25 different professional services including general engineering services on June 21, 2020. The bid period ends on July 31, 2020. Upon review of the bids and contract negotiations, bid awards will be coming to Council between October – December 2020.
- The RFQ allows the City of DeBary to enter into Continuing Consulting Contracts with up to three companies for each professional service. With multiple companies at its disposal, the City benefits by expediting projects, building and maintaining institutional knowledge of DeBary and assuring the highest quality of service.

## **COST/FUNDING**

There is no cost in approving Amendment #1. The cost associated with engineering services is based upon the work assigned to the consultant by the City Council (task orders) and City Manager.

## **RECOMMENDATION**

It is recommended that the City Council approve Amendment #1, Continuing Consulting Contract for General Engineering Services and authorize the City Manager execute the 90-day option period if necessary.

## **IMPLEMENTATION**

General Engineering Services with Pegasus Engineering, LLC will continue.

## **ATTACHMENTS**

- Amendment #1 to the Continuing Contract for General Engineering Services with Pegasus Engineering, LLC.
- Continuing Consulting Contract for General Engineering Services with Pegasus Engineering, LLC – July 29, 2015
- Request for Qualifications (RFQ 06-20) issued June 21, 2020.

**AMENDMENT NO. 1**  
**TO**  
**CONTINUING CONSULTING CONTRACT FOR GENERAL ENGINEERING SERVICES BETWEEN**  
**CITY OF DEBARY, FLORIDA**  
**AND**  
**PEGASUS ENGINEERING, LLC**

This Amendment No. 1 to the Continuing Consulting Contract for General Engineering Services is hereby made and entered into between the City of DeBary, a Florida municipal corporation, whose principal address is 16 Colomba Road, DeBary, Florida 32713, (“City”) and Pegasus Engineering, LLC, a Florida limited liability company, whose principal address is 301 W. SR 434, Suite 309, Winter Springs, FL 32708 (“Consultant”).

**Recitals**

**WHEREAS**, the City and the Consultant entered into a contract with one another for general engineering services in July of 2015 (the “Contract”), under which the Consultant agreed to provide specified services with an initial term of one year, renewable on an annual basis for up to 5 years thereafter;

**WHEREAS**, the City and the Consultant desire to amend the Contract through this Amendment No. 1 by extending the Contract until September 30, 2020, with an option to extend the Contract further through December 31, 2020.

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Amendment No. 1, the receipt and sufficiency of which is acknowledged by the City and the Consultant, the parties agree to amend the Contract as follows:

1. The parties agree that the foregoing recitals are true, correct, and material to this Amendment No. 1.
2. The parties agree to extend the term of the Contract through September 30, 2020, with an option to extend the Contract further through December 31, 2020.
3. To exercise the option to the Contract through December 31, 2020, the City Manager must provide notice in writing of such extension to the Consultant prior to September 30, 2020. Nothing herein authorizes the Agreement to be extended beyond the December 31, 2020 date.
4. This Amendment No. 1 sets forth the entire modification to the Contract with respect to the extension provided pursuant to this Amendment No. 1, unless Contract is otherwise amended as permitted therein, and supersedes all prior proposals, agreements, and communications, both written and oral.

5. This Amendment No. 1 is incorporated by reference into the Contract as if fully set forth therein. Except as provided herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 1 and the Contract, this Amendment No. 1 shall govern and control.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the Contract between the City of DeBary, Florida, and Pegasus Engineering, LLC, on the respective dates under each signature.

**CONSULTANT:** Pegasus Engineering, LLC

ATTEST:

Signature: 

Name (Print): Priscilla Villanueva

Date: July 9, 2020

By: 

Name (Print): Fursan Munjed, P.E.

Title: Principal

Date: July 9, 2020

**CITY:** City of DeBary

Signature: \_\_\_\_\_  
Annette Hatch, City Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Chasez, Mayor

Date: \_\_\_\_\_



# **City of DeBary Request for Qualifications**

## **RFQ 06-20**

### **Continuing Professional Engineering and Related Services**

#### **SCHEDULE**

**RFQ ADVERTISEMENT: SUNDAY, JUNE 21, 2020**

**WRITTEN QUESTIONS DUE BY: TUESDAY, JUNE 30, 2020**

**QUESTIONS RESPONSE ADDENDUM DATE: FRIDAY, JULY 17, 2020**

**DUE DATE: FRIDAY, JULY 31, 2020 3:00 P.M.**

**PUBLIC OPENING: FRIDAY, JULY 31, 2020 3:00 P.M.**

**The City of DeBary, Florida, a municipal corporation existing under the laws of the State of Florida, herein after also referred to as the "City", pursuant to the requirements set forth in the Consultant Competitive Negotiations Act (CCNA), Section 287.055, Florida Statutes hereby announces that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this REQUEST FOR QUALIFICATIONS (RFQ) document. The successful proposer(s) must demonstrate their qualifications, experience, availability, approach and work plan which will best serve the overall needs of the City.**

**If you are interested in preparing a response to this RFQ, please read requirements carefully and complete the proposal in the manner as set forth in this RFQ document. Your response is considered a binding offer to perform in the manner described in the proposal response and will remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also, please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your signature on the Acceptance of Proposal Terms and Conditions.**

**There will be no pre-proposal conference held for this project.**

**Questions regarding this solicitation must be received in writing at the email address listed herein no later than the deadline date per the schedule located within SECTION 2.**

**Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to VendorLink as well as the City's web-site.**

**All proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

**The City welcomes your response to this RFQ document. Proposals should be prepared in accordance with the RFQ instructions and will be evaluated by the City as stated in the evaluation section of this document. The City reserves the right to waive any formalities and informalities, to reject any or all proposals or to re-advertise for proposals for these services. The City may withdraw all or part of this RFQ at any time to protect the interests of the City. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. Thank you for your interest in doing business with the City of DeBary, Florida.**



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## **SECTION 1 PROJECT OVERVIEW**

### **1.01 INTENT AND PURPOSE**

It is the intent of this solicitation to engage one (1) or more qualified firm(s) to provide professional engineering and related services to meet the needs of municipal government, including public infrastructure. The work under this RFQ will consist of general continuing consulting services and other related tasks, as outlined in Scope of Services (Section 4).

This competitive process complies with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each professional firm by the City.

### **1.02 TERM OF AGREEMENT**

It is anticipated an Agreement will be awarded for a five (5) year term to begin on or about October 1, 2020 upon approval and execution by the City; with the opportunity for additional two (2) one (1) year renewal periods when in the best interest of the City. The decision to seek renewals or extend the contract shall be at the sole discretion of the City. This schedule is tentative and subject to change.

- A. Continuing Consultants Competitive Negotiation Act (CCNA) contracts are limited to projects in which construction cost do not exceed \$2 million and when the fee for professional services does not exceed \$200,000.00, pursuant to Florida Statute 287.055(2)(g), or as amended.
- B. The Consultant may not commence services until after execution of the agreement and approval of all required documentation.
- C. The City reserves the right to re-negotiate rates based on current market conditions during the term of the awarded agreement.

### **1.03 MINIMUM REQUIREMENTS**

The following mandatory minimum requirements have been established, subject to the City's right to waive minor irregularities. The Proposer's submittal must demonstrate both sufficient experience and an approach to work to address the requirements outlined in the scope to provide turnkey Professional Services.

- A. The Proposer must be certified to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes. For other proposed professional services, such as surveying and architecture, as applicable, the Proposer must be certified to practice in the State of Florida pursuant to the applicable provisions of the Florida Statutes for those services.
- B. The Proposer shall have been in business for a minimum of three (3) consecutive years and shall currently be licensed to perform services within the State of Florida. This requirement shall be based on the Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response. Examples of documentation may include, but not be limited to; local business tax receipts for three (3) years, corporation documents with date of inception, certificate of authority, etcetera.

**C. If the business headquarters is located outside of the State of Florida, the Proposer must currently be licensed to perform the required services in both their home state and the State of Florida; and must have been in business for a minimum of three (3) consecutive years as of the date the Solicitation is issued. Copies of documentation evidencing this minimum requirement must be submitted with your response. Examples of documentation include, but are not be limited to, local business tax receipts for three (3) consecutive years, corporation documents with date of inception, certificate of authority, etcetera. In addition, any such out-of-state Proposer must submit to the City of DeBary a current Certificate of Authority, which is issued through the Department of State and in accordance with Florida Statute 607.1501, within ten (10) business days upon notice of intent to award.**

**D. The Proposer must provide proof that its key personnel have held and maintained for a minimum of three (3) consecutive years all Certifications and Licenses as required by the State of Florida for their respective discipline as required by rule, and have authority to submit certified reports to state agencies (if applicable).**

**E. Demonstration of Experience: The Proposer must list and provide a brief description of similar work satisfactorily completed and/or currently being provided with location, dates of contract, names, addresses, email addresses, and telephone numbers of owners by completing referenced GSA Standard Form SF-330 and/or an internal equivalent.**

**F. Professional Team Members proposed to provide services for this engagement must include and designate a Project Manager with a minimum of five (5) years' experience managing or working with Florida municipalities. All proposed team members must carry current credentials as required by the State of Florida for their respective discipline. In addition, the firm must have adequate resources of certified (per each industry standards) professionals (for example, planners, surveyors, engineers, environmental consultants, real estate consultants, etc., as applicable) as needed to ensure the deliverables are met accurately and in a timely manner.**

**The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.**

**1.05 PERFORMANCE AND PAYMENT BONDS (PERFORMANCE BONDS ARE NOT RQUIRED)**

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**SECTION 2 RFQ SOLICITATION PROCESS SCHEDULE (This schedule may be revised, as needed)**

**Tentative Schedule**

<b>ACTIVITY</b>	<b>DATE</b>
<b>RFQ Released to General Public</b>	<b>Sunday, June 21, 2020</b>
<b>Written Questions Due by</b>	<b>Tuesday, June 30, 2020</b>
<b>Questions Response Addendum Date</b>	<b>Friday, July 17, 2020</b>
<b>Proposal Due Date and Time</b>	<b>Friday, July 31, 2020 3:00 pm</b>
<b>Proposal Opening, Council Chambers</b>	<b>Friday, July 31, 2020 3:00 pm</b>
<b>Evaluation and Selection (short-list)</b>	<b>Friday, August 14, 2020</b>
<b>Possible Interviews/Presentations (short-list)</b>	<b>Monday, August 31, 2020</b>
<b>Negotiations Completed</b>	<b>Wednesday, September 16, 2020</b>
<b>City Council Approval of Contract</b>	<b>Wednesday, September 30, 2020</b>

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## **SECTION 3 GENERAL INSTRUCTIONS FOR PROPOSAL DELIVERY AND PREPARATION**

### **3.01 OBTAINING THE SOLICITATION DOCUMENT**

The RFQ documents are available on-line and can be downloaded at no charge via VendorLink as well as the City's website. Register with VendorLink to download the solicitation documents and to receive notifications of Addenda. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications prevail. For more information, email the Purchasing Manager at [mjones@debary.org](mailto:mjones@debary.org). Important: The desire of the City to pursue proposals does not, in any way, obligate the City to compensate you for your efforts or to execute a contract with your firm.

### **3.02 ON-LINE SERVICE PROVIDER DISCLAIMER**

VendorLink has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink is an independent entity and is not an agent or representative of the City. Communications to VendorLink do not constitute communications to the City.

### **3.03 SOLICITATION DOCUMENTS FROM THIRD PARTY PROVIDERS**

The City of DeBary, its website, and its service provider, VendorLink, are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents or forms obtained from any other third-party source are advised to register with VendorLink to obtain a complete set of solicitation documents and to receive notifications of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

### **3.04 PRE-PROPOSAL CONFERENCE**

There will be no pre-proposal conference for this project.

**IMPORTANT NOTE:** It is imperative that all proposers have a clear understanding of the scope of services requirements. As such, the City reserves the right to schedule a pre-proposal conference.

### **3.05 INTERPRETATION AND QUESTIONS**

All questions relating to this RFQ document must be in writing and hand-delivered or delivered electronically through email to the address below for this solicitation no later than the date and time as set forth in Section 2 RFQ SOLICITATION PROCESS SCHEDULE.

City of DeBary  
Purchasing Manager  
16 Colomba Rd  
DeBary, FL 32713  
Email: [mjones@debary.org](mailto:mjones@debary.org)

A. It is the proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFQ solicitation. Lack of understanding and/or misinterpretation of any portion(s) of this RFQ solicitation document may not serve as a cause for withdrawal of your RFQ response after opening or as the basis for a subsequent protest of award. Proposers must contact City of DeBary prior to proposal opening if clarification is required.

- B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the City of DeBary.**
- C. Any oral communications will not be authoritative and will not be binding on the City.**
- D. It is the sole responsibility of the proposer to contact the City of DeBary prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.**
- E. Addenda will be available to all proposers and will be uploaded to VendorLink as well as the City web-site.**

### **3.06 PREPARATION AND FORMAT**

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFQ. Emphasis should concentrate on conformance to the RFQ instructions, responsiveness to the requirements, as well as completeness and clarity of content.

### **3.07 PAGE LIMITATION**

Proposal packages are limited to not more than 50 PAGES, printed on a single side of paper, with a font no less than twelve (12) point. Note: Required attachments and forms will not be counted in the 50-page limitation.

### **3.08 COMPLETENESS**

Proposals shall contain the information as required in this solicitation. Proposals that are substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

- A. Binding and Labeling. All sections of the qualification package should be bound, with section divider tabs labeled. Tab "A" through Tab "D", to identify each required criteria in Section 5. Attachments, must be placed under the appropriate tab for that sub-section.**
- B. Cross Referencing - To the greatest extent possible, each section must be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.**
- C. Glossary of Abbreviations and Acronyms - Each section must contain a glossary of all abbreviations and acronyms used, with an explanation for each. If no abbreviations and/or acronyms are used, then a glossary is not required.**
- D. Current, valid Certificates of Insurance and Local Business Tax Receipt shall be placed under Tab "D" of your proposal.**

### **3.09 JOINT VENTURES**

All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Business and Professional Regulation, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

### **3.10 CORPORATE STANDING AND AUTHORIZED SIGNATORY**

The proposer must demonstrate that the company is in good standing and that the person signing this proposal is an Authorized Signatory on behalf of the proposer to sign proposals, negotiate and/or sign contracts, Agreements, amendments and related documents to which the proposer will be duly bound. The proposer must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company. In addition to the aforementioned documents the proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.
- D. Please include this information under Tab "D" of your proposal.

### **3.11 PROPRIETARY INFORMATION**

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the REQUEST FOR QUALIFICATIONS (RFQ) solicitation and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide City of DeBary with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

### **3.12 PROPOSAL REPRODUCTION**

Please submit three (3) copies of the proposal package. The submittal **MUST** also include a single CD-ROM or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

### **3.13 PROPOSAL SUBMITTAL AND DELIVERY**

A. Sealed proposals must be received in the City of DeBary no later than 3:00 P.M. Local Time on the due date as specified herein. Proposals received after the stated date and time will not be accepted and will be returned unopened. The City will not be responsible for any bid/proposal delivered incorrectly or to the wrong address or location, no exceptions will be made. Proposals shall be submitted and delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

City of DeBary Purchasing  
16 Colomba Road  
DeBary, Florida 32713  
RFQ 06-20

**B.** If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the City of DeBary. Proposals submitted by mail must be received by City of DeBary by the time specified herein for the opening thereof.

**1.** Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by City of DeBary when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

**2.** When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received at City of DeBary by the due date and time. The City is not responsible for delays caused by any occurrence.

### **3.14 IMPROPER IDENTIFICATION AND TIMELINESS**

The City is not responsible for the failure of a proposer or the proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

### **3.15 PUBLIC OPENING OF PROPOSALS**

Proposals will be announced publicly by City of DeBary on the due date and time or as soon thereafter as possible. Only the names of the respondents and verification of bond submittal, if applicable, will be publicly announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

### **3.16 WITHDRAWAL OF PROPOSALS**

Proposals may not be withdrawn for a period of one hundred eighty days (180) days after the public opening date.

### **3.17 OWNERSHIP OF DOCUMENTS**

All documents resulting from this RFQ solicitation shall become the sole property of the City. All Proposals received from proposers in response to the RFQ solicitation will become the property of the City and will not be returned to proposers. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

**A.** Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this RFQ solicitation and/or awarded Agreement as a result of this solicitation process are and shall remain the property of the City regardless of whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies,



surveys, specifications, drawings, maps, models, photographs and reports prepared by the successful proposer(s) must be delivered by the successful proposer(s) to the City at the conclusion of the project or the termination of the successful proposer(s)' services.

B. When such documents are provided to other parties, the successful proposer(s) shall ensure return of the City's property by collecting a deposit equal to the cost of reproduction.

### **3.18 DATA FORMAT**

The City will use the U.S. General Services Administration (GSA) federal Standard Form SF-330 and/or an internal equivalent for the purpose of evaluating the qualifications of proposers. Proposers must ensure that they include the appropriate section under the corresponding Tab as outlined in the solicitation document. The selection of the successful proposer(s) will be based on the information provided in these forms and additional requirements as outlined in this RFQ solicitation document.

A. Requirements for SF-330 Sections D, E, F and G and/or an internal equivalent.

1. Section D: This chart must include the entire project team. The Key Personnel stated in Section E shall match the Organizational Chart. This section should not exceed one (1) page.

2. Section E: Include a Section E for each key person anticipated to be assigned to this project if your firm is awarded an Agreement. Complete the form in its entirety. Proposers should not exceed three (3) pages per Resume.

3. Section F: Include a Section F for each project used to represent your firm's experience on similar projects as outlined in this solicitation document. The timeframe identified for this requirement is three (3) years. This requirement is based on the experience of the Principal and not the Principal's staff performing the services. At least one (1) of the identified Key Personnel must have participated in each project referenced. Please include minimum of five (5) project examples. Do not exceed ten (10) example projects in total.

a. Respondents are encouraged to submit representative projects for the services requested as outlined in this solicitation document.

b. Submission of projects not similar to the services requested here may result in the loss of points awarded to a proposer.

4. Section G: Indicate the involvement of those key personnel that may be assigned to this project in the Section F— Example Projects. At least one (1) of the identified Key Personnel shall have participated in each example project.

5. Section H: Describe your firm's experience working with other municipalities over the past three (3) years performing services relevant to those required in the scope of services herein.

C. NOTE: Failure to provide all information requested on each form may result in the rejection of your proposal at the sole discretion of the City.

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## **SECTION 4 SCOPE OF SERVICES**

The Proposer's submittal must demonstrate sufficient experience, expertise, capabilities, and an approach to work to address the requirements outlined in the scope contained below.

In accordance with Florida Statute 287.055, Consultants' Competitive Negotiations Act (CCNA), the City seeks firms with substantial experience and capabilities to perform professional consulting services on a continuing basis. Professional services awarded through this RFQ will be for projects that do not exceed \$2,000,000 in basic construction cost and for study activity if the fee for professional services for each individual study does not exceed \$200,000. These threshold requirements are pursuant to Florida Statute 287.055. Services will be contracted as individual task orders issued against the main contract and will include specific scopes of work.

The City does not guarantee the number of assignments, if any, or the dollar value of fees for tasks that may be assigned hereunder to any successful proposer. Any agreements resulting from this solicitation shall be non-exclusive and without limitation upon the City to obtain services from third parties as the City deems appropriate in its sole discretion.

The Scope of Services consists of a broad range of various professional services to meet the needs of municipal government, including public infrastructure. Examples of the services include but are not limited to:

1. Evaluation, analysis, planning, design, permitting, construction administration, inspection, and other related services for general architectural and/or civil engineering projects including but not necessarily limited to potable water, wastewater, reclaimed water, stormwater, transportation, parks, and facilities;
2. Incidental services related to public projects such as survey, geotechnical, landscaping, irrigation, hardscape, electrical, structural, and environmental services;
3. Surveying, mapping and plat review/certification;
4. Construction management services;
5. Economic development services, data analysis, highest and best use analysis;
6. Structural engineering services;
7. Transportation design, engineering and planning services;
8. Environmental services to include contamination, wetland impact analysis, protected species, and cultural site investigations;
9. Geotechnical site investigations, design and testing;
10. Design and preparation of construction plans, specifications, contract documents, and preparation of permit submittals;
11. Construction contract administration (CA), engineering and inspection services (CEI), Management of Traffic (MOT);
12. Preparation of state permit renewals and necessary reports such as Consumptive Use Permit, NPDES and others;
13. Arborist Services, Tree surveys, tree inventory, and canopy analysis;
14. GIS mapping, database management, and other applications;
15. Property appraisals and other real estate analysis and services
16. Evaluation of existing infrastructure;
17. Urban planning, master planning, urban design, conceptual plan, code revision services;
18. Rate studies, Impact fee analysis;

19. Landscaping and hardscape design, specification preparation and bidding assistance;
20. Irrigation design, specification preparation and bidding assistance;
21. Dredging and marine design and permitting;
22. Land development permitting review and peer review services;
23. Grant strategy, application, and administration assistance;
24. Public outreach and engagement services;
25. Other such other services as may be performed by each professional.

This will be a multi-award RFQ to create a Library of Consultants by the issuance of (CSC) Continuing Services Contracts. The Continuing Services Contracts resulting from this solicitation will be drafted to limit task orders/projects as indicated in F.S. 287.055.

Proposers may submit qualifications under one or as many disciplines (or sub-disciplines) as applicable to their individual firm's in-house expertise. The City may retain multiple firms for each professional service discipline in order to provide specialized services and expertise from the highest and best evaluated firms needed for City projects. The services provided will result in quality libraries or pools of consultants that will be available to all City departments.

The City reserves the right to order such services from selected firms as may be required during said period but does not guarantee any minimum or maximum services to be ordered during the period specified from any given firm. Task Order assignments shall be at the sole discretion of the City. The City reserves the right not to enter into any continuous services contract for any individual item for any reason.

**C. Task Authorizations**

1. The City will request written proposals from the successful proposer(s) for each individual project.
2. Task Authorizations will be assigned to the successful proposer(s) firm.
3. Task Authorizations approval shall be pursuant to the established Procurement Thresholds and/or as authorized and approved by the City Council.

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## SECTION 5 PROPOSAL RESPONSE, CRITERIA AND EVALUATION

The selection process will be conducted in three (3) phases: (1) ranking of the most qualified firm(s) by discipline; (2) possible presentations of Short List Firms; (3) negotiation of Contract with top ranked firm(s); as provided by Florida Statutes. The City may request, accept and consider proposals for the compensation to be paid under the proposed contract only during the negotiation phase, not during the selection phase.

A determination of the best qualified firm(s) will be made by the Evaluation Committee based on the stated criteria. In order to assist in determining the best qualified firm(s), the Evaluation Committee reserves the right to request additional information and/or clarification relating to any information submitted by any Proposer. The City shall be the sole judge of its own best interests, the proposals, and the resulting Agreement. The City's decisions shall be final.

### 5.01 EVALUATION CRITERIA AND PROPOSAL

#### EVALUATION OF PROPOSALS

An Evaluation Committee will review and evaluate all responsive proposals received by the City in response to this RFQ relative to the criteria below.

#### Evaluation Criteria

Category	Maximum Points
1. Firm Qualifications	20
2. Personnel/Project Team Experience	20
3. Project Experience / References	20
4. Project Approach and Technical Understanding	20
5. Availability / Location of Firm	15
6. DBE Certifications	5

**MAXIMUM TOTAL POINTS 100**

### 5.02 FIRM QUALIFICATIONS AND EXPERIENCE — TAB "A"

A. Letter of Transmittal. Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is not included in the overall proposal fifty (50) page count).

B. Experience of Key Personnel. Identify and include qualifications of specific individuals to be assigned to the project including all sub-contractors (include names, contact information, and resumes) and specify which services each of the individuals will provide to the City. Proposer should demonstrate the applicability of the experience and availability of the Key Personnel for the services under

consideration. Experience should emphasize experience in the State of Florida and with projects of similar scope and program requirements as described in this document.

**C. Ability to Service the City and use of Sub-Contractors or Other Firms.** List all prime and key subcontractor firms. The Proposer should provide a letter committing availability of the Project Team throughout the duration of the Project design process, construction administration and closeout.

**D. NOTE:** If using GSA Form SF-330, please include Part I, Sections A, B, C, D, and E under Tab "A" of your solicitation response.

**E. Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.

**F. Financial Information.** Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your proposal response. Additional credit information, including but not limited to; audited financial statements, pro forma issues, or annual reports may be requested from the top-ranked proposers at the sole discretion of the City.

#### **5.03 SIMILAR PROJECTS—TAB "B"**

**A.** To demonstrate experience and success in conducting similar work, the proposer shall complete and submit GSA Form SF-330, Part I, Sections F, G, and H and/or an internal equivalent, concentrating only on those projects completed within the last three (3) years or currently underway by the proposer's firm. Please provide a minimum list of five (5) projects, where multiple team members worked together, if possible, illustrating the proposed team's qualifications for performance pertaining to this project. The City does not request nor require an amount greater than ten (10) projects be submitted. Your firm will not be penalized if more than ten (10) projects are provided as part of your response; however, submitting more than ten (10) projects will not provide your firm an advantage during the evaluation process.

**B.** A list of a minimum of three municipal or local governments as client references for which work similar to this request has been performed within the last three years. References may be checked. Submission of your proposal includes permission to conduct reference checks.

**C.** Describe any significant project issues and challenges encountered and how your firm resolved them.

**D.** Describe any significant or unique awards received or accomplishments made in previous, relevant projects.

#### **5.04 PROJECT APPROACH AND TECHNICAL UNDERSTANDING— TAB "C"**

**A.** State your firm's technical approach to a typical project and the interpretation of the scope of services required under this RFQ. Please include a typical project's management plan, interpretation of

the scope and the method of approach for a typical project. Discuss approach for both the design phase of the project and the post-design/construction administration phase.

- B. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- C. Provide a typical response time and/or project implementation schedule for proposed services including any management and planning strategies.
- D. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- E. List your firm's scheduling and accounting software that would be utilized.
- F. Provide the location of the firm's office that will support the activities under this Project.

#### **5.05 RFQ SUBMITTAL REQUIRED FORMS — TAB "D"**

Proposers shall include all applicable and duly executed forms under this section.

- A. If applicable, include GSA Form SF-330, Part II under Tab "D" of your solicitation response.
- B. **Insurance Certificates.** Provide copies of your current liability, professional liability and workers' compensation Certificates of Insurance. The successful proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the Insurance Requirements, within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
- C. **Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Proposers must complete and submit with their response the Conflict of Interest Statement/s and have it notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the City of DeBary.
- D. **Non-Collusion Certification.** Proposers must complete and submit with their response the Non-Collusion Certification and have it notarized.
- E. **Drug Free Workplace Certification.** If applicable, Proposers must complete and submit with their response on the Drug Free Workplace Certification and have it notarized.
- F. **Acceptance of RFQ Terms and Conditions.** Proposers shall complete the Acceptance of Proposal Terms and Conditions Certification and have it notarized. An authorized signatory shall sign attesting to knowledge of scope of services, committing to the prices as negotiated, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the City maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.
- G. **Addenda Acknowledgement.** If applicable, Proposers must complete and submit with their response the Addendum Acknowledgement.

**H. Corporate Standing and Authorized Signatories.** Proposers must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company. Please complete and comply with the Organizational Information and provide one of the forms of evidence of Signatory Authority listed in Section III, (I) Corporate Standing and Authorized Signatories.

**I. Sub-Contractors.** Proposers must list any sub-contractors that shall be used to accomplish the scope of services. Complete and submit a Schedule of Proposed Subcontractor Participation. If no subcontractors are going to be used please state so in Tab A.

**J. Scrutinized Companies Certification.** If applicable, Proposers must complete and submit with their response the Contractor Certification Regarding Scrutinized Companies.

**K. Truth-In-Negotiations Certification.** Proposers must complete and submit with their response the Truth-in-Negotiations Certification and have it notarized.

**L. Local Business Tax Receipt.** Provide a copy of your Local Business Tax Receipt. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

**M. Proof of Licenses/certification.** Please include copies of applicable licensure/certification, including; but not limited to:

1. Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.

2. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification can be obtained at: <http://dos.mvflorida.com/sunbiz/>. Please note: certification must be on active status only.

**N. W-9 Form.** All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

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**SECTION 6 EVALUATION PROCESS**

**6.01 REVIEW OF PROPOSALS**

A. Each proposal is initially reviewed by City of DeBary to ensure each proposal meets the minimum criteria as set forth in the solicitation document. This process may include, but is not limited to the following:

1. The proposal was submitted by the deadline;
2. All required documents have been submitted;
3. All documents requiring an original signature have been signed and submitted; and
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

**6.02 EVALUATION COMMITTEE(S)**

The Evaluation Committee(s) is comprised of qualified and recommended City staff members, professional City advisors, or local government staff or officials who are appointed by the City Manager or Designee in coordination with the requesting department. The City reserves the right to establish distinct evaluation committee(s) for each discipline.

**6.03 /Weighted Scoring Method**

The evaluation and rating of responses to this RFQ will include the following weighted criteria:

**WEIGHTED CRITERIA SCORE (1-10) X FACTOR = TOTAL**

**1. Firm’s Qualifications**

Max. 10 \_\_\_\_\_ x 2 \_\_\_\_\_ = Max. 20

**2. Personnel / Project Team Experience**

Max. 10 \_\_\_\_\_ x 2 \_\_\_\_\_ = Max. 20

**3. Project Experience / References:**

Max. 20 \_\_\_\_\_ x 1 \_\_\_\_\_ = Max. 20



**4. Project Approach and Technical Understanding:**

Max. 20 \_\_\_\_\_ x 1 \_\_\_\_\_ = Max. 20

**5. Availability / Location of Firm**

Max. 15 \_\_\_\_\_ x 1 \_\_\_\_\_ = Max. 15

**6. DBE Certifications:**

Max. 5 \_\_\_\_\_ x 1 \_\_\_\_\_ = Max. 5

**Total possible points = 100**

City staff will negotiate an agreement with the top ranked Firm(s) and present to City Council for awarding. The final Contract negotiated between the Firm(s) and City will incorporate the contents of this "Request for Qualifications", the qualifications submitted by the Firm(s) and any other terms or conditions that the parties may agree to include by way of negotiation. After a Contract has been formally received, approved and executed by the City Council, the Firm(s) will be issued an "Authorization to Proceed" for any project assigned to the firm. Please note that multiple Firms may be selected to fulfill this Request for Qualifications to ensure the full range of services requested by the City may be achieved.

**6.04 RANKING AND TIE BREAKER**

A. The Evaluation Committee is tasked with short-listing the proposers by selecting a minimum of three (3) and a maximum of six (6) proposals for presentation based upon the criteria established herein. If fewer than three (3) proposers submit a proposal, the City may extend the due date, re-advertise, select all or none of the proposals, or cancel the solicitation at the sole discretion of the City.

B. Criteria for Breaking Evaluation Ties. If two (2) or more top ranked proposers are tied, and it is necessary to break the tie, the tie shall be broken as follows:

- 1) Proposer with highest score for Similar Projects / References.
- 2) Highest ranked Proposers will be invited to presentations.
- 3) A re-evaluation and scoring of only the highest ranked tied proposers.

**6.05 PRESENTATIONS/DISCUSSIONS**

The City may require interested firms or teams to make presentations to further expound on their qualifications to perform the requested services. If so, additional information will be provided to the firms/teams selected to make presentations regarding the parameters for the presentations.

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

#### **6.07 CONTRACT NEGOTIATIONS**

The contract negotiation team will include, at a minimum, a member from City of DeBary and a member from the requesting Department/Division/Office. The City reserves the right to negotiate any and all elements of a contract resulting from this RFQ solicitation. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

#### **6.08 RIGHT TO CANCEL OR REJECT**

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Purchasing Director, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 2-189 of City of DeBary Purchasing Policy. The proposer agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any proposer. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all Bids/Proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

#### **6.09 EVALUATION COMMITTEE TABULATION**

The Evaluation Committee's shortlist will be posted on VendorLink as well as the City web-site. Proposers may also call City of DeBary for results.

#### **6.10 NOTICE OF INTENT TO AWARD**

City of DeBary shall publicly post a Notice of Intent to Award on VendorLink as well as the City web-site.

#### **6.11 PROTESTS AND APPEALS**

A. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with the City of DeBary Purchasing Policy.

**B. The decision of the City Council shall be final and conclusive.**

#### **6.12 AGREEMENT/CONTRACT**

The City intends to use and issue an Agreement(s) for the services requested herein. Typically, the Scope of Services outlined in this RFQ solicitation, the successful proposer's response to same and the end result of negotiations will become Exhibit "A", Scope of Services on the Agreement. Exhibit "B" will outline the Pricing Schedule as negotiated.

**A. The successful proposer must sign the Agreement prior to execution by the City, whereupon the successful proposer becomes the Consultant upon approval.**

**B. The provisions of said Agreement contain similar language to the provisions contained in this Statement of Qualifications solicitation document.**

**C. The Agreement shall be used as a basis for negotiation and the City reserves the right to change, revise, or modify the Agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties. All changes, revisions or modifications must be reviewed prior to execution.**

**D. The successful proposer shall execute and return the Agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds (if applicable), insurance certificates and any other documents required as outlined in this solicitation document.**

**E. In no event shall an Agreement be considered binding upon the City until it has been properly executed by all parties.**

**F. In conjunction with the Agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the successful proposer.**

#### **6.13 AWARD OF CONTRACT**

**A. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or Agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.**

**B. The City Manager or his/her designee will prepare the required award documents and make recommendations for approval to the City Council. Upon award, Mayor or City Manager, as applicable, will execute the Agreement. The City Council retains full discretion to award or reject a contract or authorize expenditures in the best interest of the City.**

**C. The City reserves the right to award 1 or more contracts per discipline.**

#### **6.14 OWNERSHIP AND RIGHTS IN DATA**

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the

**successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.**

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## **SECTION 7 GENERAL TERMS AND CONDITIONS**

### **7.01 USE OF INTERCHANGEABLE TERMS**

- A. Throughout this solicitation document, the usage of the terms Contractor, Consultant, Proposer and/or Respondent may be used interchangeably with each other.**
- B. Throughout this solicitation document, the usage of the terms Agreement and/or Contract may be used interchangeably with each other.**

### **7.02 FUND AVAILABILITY**

**Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of DeBary abides by the provisions set forth in Florida Statutes and Constitution concerning the appropriation of funds.**

#### **A. Multi-Year Contracts and Appropriation of Funds (if applicable)**

**Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.**

**B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.**

### **7.03 PROMPT PAYMENT ACT**

**Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.**

### **7.04 INVOICES**

**A. All invoices, in order to be classified as a proper invoice, shall be delivered to Finance Department, Attention: Accounts Payable, City of DeBary, 16 Colomba Road, DeBary, Florida, 32713.**

**The City shall establish billing standards to ensure accountability and accuracy.**

**A "proper invoice" shall include but is not limited to the following:**

- 1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);**
- 2. The amount due, applicable discount(s), and the terms thereof;**
- 3. The full name of the Vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;**
- 4. The Purchase Order, task order, and Contract number (if applicable) as supplied by the City;**

5. An identification by City Division, Department or Office of the party or parties to whom the goods were delivered or services provided; and
6. In order to be considered as a proper invoice, it must be based on:
  - a. a proper delivery,
  - b. installation, or
  - c. provision of the goods and/or services acceptance by the City; and
  - d. the Vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.

#### **B. Dispute Resolution**

If a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City of DeBary and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure must commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Purchasing Director will constitute the final decision of the City regarding these matters and will be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

#### **7.05 LOCAL BUSINESS TAX RECEIPT**

Both the City of DeBary and Volusia County require a Local Business Tax Receipt be held by all its contractors. Please contact the City directly for information concerning this requirement at (386) 668-2040.

#### **7.06 FOREIGN CORPORATION**

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of DeBary.

#### **7.07 PERMITS, LICENSES OR FEES**

At its sole expense, any required federal, state, and local permits, licenses, occupational and otherwise, or fees required shall be the responsibility of the proposer. The City will not entertain separate payment for these items.

#### **7.08 TAXES**

The City of DeBary is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's sales tax exemption does not apply to goods and services purchased separately by the successful proposer in connection with its fulfillment of its contractual obligations with the City. The successful proposer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

#### **7.09 COMPLIANCE WITH ALL LAWS AND VENUE**

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Volusia County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

#### **7.10 CONFLICT OF INTEREST**

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City of DeBary. Furthermore, all proposers must disclose the name of any City of DeBary officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with the Section 2-198, Conflict of Interest of the City of DeBary Purchasing Policy. Please complete and submit the Conflict of Interest Statement with your proposal response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

#### **7.11 NON-COLLUSION/LOBBYING CERTIFICATION**

All proposers submitting a proposal certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any Agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded Agreement as a result of this solicitation process. Please complete and submit the Non-Collusion/Lobbying Certification with your proposal response.

#### **7.12 ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included within the proposal response will be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are

inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

#### **7.13 INDEPENDENT CONTRACTOR AND LIABILITY**

The successful proposer and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful proposer shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful proposer's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the City.

#### **7.14 INDEMNIFICATION**

##### **Indemnification, Hold Harmless, and Workers Compensation**

- A. The successful Proposer will agree to indemnify, defend, and hold harmless the City of DeBary and its officials, employees, representatives, and agents from and against any and all claims, disputes, lawsuits, injuries, damages, construction liens, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to acts, omissions, negligence, misrepresentations or defaults of successful Proposer and/or the successful Proposer's employees, agents, officers, representatives, and subcontractors related to this Agreement.**
- B. To the extent that a Proposer does not have worker's compensation insurance coverage, such Proposer hereby warrants and represents that the Proposer is not required to have such coverage under Florida law or any other law. Failure to carry worker's compensation insurance where required by law will constitute a material breach of any resulting Agreement and disqualification from this solicitation. The successful Proposer's indemnification and hold harmless obligations under subsection (a) of this section will expressly include, but are not limited to, any and all claims by any injured employee of Proposer, regardless of the merits of such claim. None of the successful Proposer's employees, agents, officers, representatives, or subcontractors may be considered employees of the City for purposes of worker's compensation or for any other purpose.**
- C. This section will survive termination, expiration, and/or completion of the resulting Agreement.**
- D. The CONSULTANT guarantees that all services performed under the resulting Agreement will be free from claims of patent, copyright or trademark infringement.**

#### **7.15 INSURANCE REQUIREMENTS**

##### **A. Coverages**

- 1 Prior to commencement of its Work, the successful Proposer shall furnish to City, policies of insurance and appropriate certificates evidencing that the below described insurance is in force and fully paid. All insurance policies and certificates provided for hereunder shall become a part of the resulting Agreement, and the policies and**



insurance company issuing same must be acceptable to City. The successful Proposer must purchase and maintain insurance of the following types of coverage and limits of liability:

- 1.1 **Commercial General Liability (CGL) with limits of insurance not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.**
  - 1.1.1 If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - 1.1.2 CGL coverage must be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
  - 1.1.3 City, Owner, and all other parties required by the City and/or by the Owner Contract, must be included as additional insureds on the CGL, the endorsement used must provide a scope of coverage equivalent to or broader than the ISO CG 20 10 and 2037 forms. This insurance for the additional insureds must be as broad as the coverage provided for the named insured successful Proposer. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Insurance must be primary and non-contributory.
  - 1.1.4 The successful Proposer shall maintain CGL coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured through the longer of the applicable statute of limitations or repose period for construction defects and products liability claim in the state where the Work is performed after completion of the Work.
- 1.2 **Automobile Liability**
  - 1.2.1 Business Auto Liability insurance with minimum limits of at least \$1,000,000 each accident is required.
  - 1.2.2 Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - 1.2.3 City, Owner and all other parties required of the City shall be included as additional insureds on the auto policy.
- 1.3 **Commercial Umbrella**
  - 1.3.1 Umbrella limits must be at least \$1,000,000.
  - 1.3.2 Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
  - 1.3.3 Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the successful Proposer.
- 1.4 **Workers' Compensation and Employers Liability**
  - 1.4.1 The successful Proposer will acquire and maintain a Workers' Compensation policy in accordance with Florida statutory requirements.

**1.5 Builder's Risk Insurance**

**1.5.1** The City and/or Owner may pay for and/or maintain a Builder's Risk Insurance policy insuring the Work against damages and loss by fire, storm, theft, and other such causes from which the successful Proposer shall receive his pro-rata share in the event of a loss. However, the City assumes no responsibility for any loss excluded from Builder's Risk Insurance, or for payment of any deductibles regardless of whether the City or Owner paid for or provided the Builder's Risk Insurance. If the Owner or City has not purchased insurance satisfactory to the successful Proposer, such Proposer may, as its sole option and expense, purchase and maintain a policy insuring its Work against damages and loss by fire, storm, theft and other such causes to protect the interest of the successful Proposer.

**1.6 Professional Liability Insurance.**

**1.6.1** The successful Proposer shall, prior to commencing work for the City and throughout the term of the resulting Agreement, Professional Liability insurance with limits of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and with respect only to the projects contemplated by the Agreement. Such policy must cover all of the successful Proposer's and Sub-consultants' professional liabilities, whether occasioned by the successful Proposer or its Subcontractors, or its agents or employees [and broad enough to include errors and omissions specific to the successful Proposer's professional liability with no exclusions for design-build work]. The County will not be listed as an additional insured for this policy.

**1.6.2** If the Professional Liability Policy is written on a Claims Made Form, it must maintain a retroactive date prior or equal to the effective date of the resulting Agreement. The successful Proposer shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event that the policy is canceled, not renewed, switched to occurrence form, or any other event that requires the purchase of a SERP to cover a gap in insurance for claims that may arise under the Agreement. The successful Proposer's purchase of the SERP does not relieve the Proposer of the obligation to provide replacement coverage. In addition, the successful Proposer shall require the carrier to immediately inform the Proposer and the City of any contractual obligations that may alter its professional liability coverage under the resulting Agreement.

**2** Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the successful Proposer's Work. A copy of the Additional Insured Endorsement that is part of the successful Proposer's Commercial General Liability Policy must be attached to each certificate of insurance for such Policy. The City must receive Proposer's proof of insurance as required above at the beginning of each Project, and at any other time that the insurance required by the Contract Documents is required to be in place. Such condition is an express condition precedent to the Proposer's right to commence work and Proposer's right to payment at any time.

**3** Coverages, whether written on an occurrence or claims-made basis, must be maintained without interruption from date of commencement of the successful Proposer's Work until date of final payment and termination of any coverage required to be maintained after final payment to the successful Proposer.

4 These certificates and the insurance policies required by this paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. If the successful Proposer receives notice that any of its insurance carriers intend to cancel, non-renew, or materially change any of the policies required to be maintained by the Contract for any reason, it must immediately give written notice of the same to City. Furthermore, if the successful Proposer cancels, non-renews, or materially changes any of the policies required to be maintained by the Contract for any reason, it must give written notice to City thirty (30) days in advance of such changes becoming effective. The use of "Leased Employees" or a Professional Employer Organization to administer Workers' Compensation shall expressly constitute a material change. Proposer's failure at any time to have insurance coverage of the types and amounts listed herein is a material breach of contract and a default justifying termination of the awarded Contract.

5 **Waiver of Subrogation.** The successful Proposer shall waive all rights against City, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Proposer's commercial general liability, commercial umbrella liability, business auto liability or Workers' Compensation and employer's liability insurance maintained per requirements stated above.

6 It is expressly agreed and understood by and between the Proposer and the City that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to City and that any other insurance carried by City shall be excess of all other insurance carried by the Proposer and shall not contribute with the the Proposer's insurance. The successful Proposer further agrees to provide endorsements on its insurance policies that will state the foregoing; however, Contractor's failure to provide such endorsement will not affect any Agreement awarded hereunder.

B. All Proposers must include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference Section 7.05) with your proposal submittal.

C. The successful proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in the Insurance Requirements, to City of DeBary within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance must provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of DeBary as a Certificate Holder/Additional Insured.

D. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

#### 7.16 PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. Please complete and submit the Public Entity Crimes Form with your proposal response.

#### **7.17 ACCEPTANCE OF GOODS/SERVICES**

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

#### **7.18 DRUG FREE WORKPLACE**

Certification of an implemented drug-free workplace program must be included with the RFQ response when submitted. If your firm has implemented a drug-free workplace program, please complete the Drug-Free Workplace Certification and include with your RFQ response.

#### **7.19 AMERICANS WITH DISABILITIES ACT**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the City of DeBary, 16 Colomba Road, DeBary, Florida 32713, telephone (386) 668-2040, not later than seven (7) days prior to the date on which the accommodation is requested. Any and all deliverables and services to be provided by the Proposer must comply with the applicable requirements of the Americans with Disabilities Act, including any regulations promulgated pursuant thereto (the "ADA"). Work, services, or deliverables that do not comply with the ADA must be made accessible by the Proposer at no cost or penalty to the City. To be considered ADA compliant pursuant to this paragraph, deliverables or services provided via website, digital, or other electronic means must comply with WCAG 2.0 AA.

#### **7.20 AUDITS AND RECORDS — RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER**

Before or after an Agreement is prepared and executed, the successful proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an Agreement being executed, the successful proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFQ document, and submit reports to the City in the form and frequency requested. The successful proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the City or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

#### **7.21 ADDITIONAL INFORMATION**

The City reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

#### **7.22 EQUAL OPPORTUNITY**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request. Preference will not be given to minority or women owned businesses.

#### **7.23 CONE OF SILENCE/LOBBYING BLACK-OUT PERIOD; QUESTIONS REGARDING THE REQUEST FOR QUALIFICATIONS (RFQ) SOLICITATION PROCESS**

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

1. For awards requiring City Council approval concludes at the beginning of the meeting at which the City Council will be presented the award(s) for approval or a request to provide authorization to negotiate a Contract(s). However, if the City Council refers the item back to the City Manager, City of DeBary and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence / Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

2. For awards requiring City Manager approval concludes upon issuance of a Notice of Intent to Award.

C. Bidders, Respondents, potential Vendors, service providers, lobbyists, consultants, or Vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active Solicitation during the Cone of Silence / Lobbying Black-out Period.

D. All questions and inquiries concerning procedural matters shall be directed to the City of DeBary. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the City of DeBary, in writing, at least ten (10) calendar days before the proposal opening date or prior to the specific date and time specified in this solicitation for questions.

E. Contact or communications by Bidders or Respondents to any City Council member, the City Manager, any requesting or evaluating City personnel, or any member of the Evaluation Committee, initiated during the Cone of Silence / Lobbying Black-Out Period, may result in disqualification from the Solicitation process by the City of DeBary.

#### **7.24 OFFICE OF RECORD**

The City of DeBary shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. City of DeBary may be reached Monday through Friday between 8:30 A.M. to 5:00 P.M., Local Time via phone at (386) 668-2040.

#### **7.25 PUBLIC RECORDS**

Under Chapter 119, Florida Statutes, all responses to this solicitation will be considered public record subject to distribution pursuant to the request for records by any interested party. Please complete the Public Records Act / Chapter 119 Requirements form. Any trade secret, proprietary, or other information that is statutorily exempt from disclosure or statutorily confidential must be marked as such by the Proposer. Regardless, the City reserves the right to disclose any such marked information if the City determines that such items are, in fact, not made statutorily exempt from disclosure or otherwise confidential.

#### **7.26 TIME OF PERFORMANCE**

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of services as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

#### **7.27 ATTACHMENTS AND EXHIBITS**

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

#### **7.28 COST OF SUBMITTAL**

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and may not be passed on to, or be borne by the City.

#### **7.29 PROHIBITION AGAINST CONTINGENT FEES**

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an Agreement as a result of this solicitation process, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement as a result of this solicitation process. Please complete the Prohibition Against Contingent Fees affidavit.

#### **7.30 TRUTH-IN-NEGOTIATIONS**

The Proposer certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Agreement amount awarded as a result of this solicitation process and any additions thereto shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the Agreement awarded as a result of this solicitation process. When applicable, please complete the Truth-in-Negotiations Certification and include with your RFQ response.

#### **7.31 RESPONSIBILITY OF PROPOSER**

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be

performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

### **7.32 ILLEGAL ALIEN LABOR AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The successful proposer(s) shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The successful proposer(s) shall not knowingly employ or contract with an illegal alien to perform work under the awarded Agreement as a result of this solicitation process or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under the awarded Agreement as a result of this solicitation process.

### **7.33 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the proposer must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the proposer must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verifv>.

### **7.34 SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement may be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City will not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00), regardless of whether any such claim or judgment is claimed or adjudged in contract, equity, or tort. This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

### **7.35 ESTIMATED QUANTITIES — (Not applicable for this project)**

### **7.36 PUBLIC EMERGENCIES**

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of DeBary shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of DeBary are protected from any emergency situation that threatens public health and safety as determined by the City. The Proposer agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

#### **7.37 SCRUTINIZED COMPANIES CLAUSE**

The City may not enter into any contract with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services shall be required to complete the Contractor Certification Regarding Scrutinized Companies certifying that the Respondent is not on any scrutinized companies list. All resulting contracts shall be subject to termination by the City:

- A. If the successful proposer is put on a scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or
- B. If the City determines that the proposer falsely certified to the City that the proposer is not listed as a scrutinized company.
- C. Exceptions and additional penalties shall be set forth in Section 287.135, Florida Statutes.

#### **7.38 PUBLIC RECORDS COMPLIANCE**

The City is a public agency subject to Chapter 119, Florida Statutes. The successful Proposer/CONTRACTOR agrees to comply with Florida's Public Records Law. As such the following language applies and shall be included in the awarded Agreement:

Pursuant to § 119.0701(2)(a), Florida Statutes, the City is required to provide the CONTRACTOR with the following statement and establish the following requirements as contractual obligations pursuant to this Agreement:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ATTN: ANNETTE HATCH, CITY CLERK, AT 386-601-0219, AHATCH@DEBARY.ORG, 16 COLOMBA ROAD, DEBARY, FLORIDA 32713..**



By entering into this Agreement, CONTRACTOR acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or provision of goods pursuant to, this Agreement, including any record, document, computerized information and program, e-mail, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors, agents, and associates related, directly or indirectly, to this Agreement, are public records subject to the public records disclosure requirements of § 119.07(1), Florida Statutes, and Article I, § 24 of the Florida Constitution. Pursuant to § 119.0701, Florida Statutes, any CONTRACTOR entering into a contract or agreement for goods or services with the CITY is required to:

- A. Keep and maintain public records required by the CITY to perform the services and work or provide goods pursuant to this Agreement.
- B. Upon request from the CITY, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are statutorily exempt from disclosure or confidential are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion or termination of the Agreement if the CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion or termination of the Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion or termination of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt from disclosure or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion or termination of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining and maintaining public records. All records stored electronically must be provided to the CITY upon request in a format that is compatible with the information technology systems of the CITY.
- E. Because the CITY's documents are of utmost importance to the conduct of CITY business and due to the legal obligations imposed upon the CITY and CONTRACTOR by the Florida Public Records Law, CONTRACTOR agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the CITY, regardless of any contractual or other dispute that may arise between CONTRACTOR and the CITY.

Requests to inspect or copy public records related to this Agreement must be made directly to the CITY. If the CONTRACTOR receives any such request, CONTRACTOR shall instruct the requestor to contact the CITY. If the CITY does not possess the records requested, the CITY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the CITY or otherwise allow the records to be inspected or copied within a reasonable time. CONTRACTOR acknowledges that failure to provide public records to the CITY within a reasonable time may subject the CONTRACTOR or CITY to penalties pursuant to § 119.10, Florida Statutes. CONTRACTOR further agrees not to release any

records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the CITY. CONTRACTOR shall further indemnify, defend, and hold the CITY harmless from and against any and all claims, damage awards, and causes of action, including any third party claims or awards for attorneys' fees and costs, arising from the CONTRACTOR's failure to comply with the public records disclosure requirements of § 119.07(1), Florida Statutes, or by the CONTRACTOR's failure to keep confidential those records that are statutorily exempt or confidential pursuant to Florida law. CONTRACTOR authorizes the CITY to seek declaratory, injunctive, or other appropriate relief against the CONTRACTOR from a circuit court in Seminole County on an expedited basis to enforce the requirements of this section. Furthermore, this Section shall survive termination and expiration of this Agreement, completion of the Work and Final Payment.

### **7.39 ADMINISTRATIVE PROVISIONS**

If the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual Agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual Agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the Agreement and/or duly authorized and agreed upon change orders if applicable.

### **7.40 TIME OF COMPLETION**

The services to be rendered by the CONSULTANT for each section of the work must commence as specified in the Agreement and completed within the time as stated therein. A reasonable extension of time may be granted in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement or if weather conditions, acts of God, force majeure or man-made disasters delay performance of the consultant's duties. Such extensions of time will be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation for direct costs associated with such delay. CONSULTANT further agrees that it will not be entitled to any damages or any claim for extra compensation for consequential damages of any type whatsoever for any such extensions including, but not limited to, damages and compensation for any direct or indirect financial damages, losses for extended corporate overhead impacted, extended project overhead impacts, project support, services, or by any other name or other legal concept label or theory or any business damages or losses of whatever type or nature and CONSULTANT hereby knowingly waives any right to make any such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and compensation.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**CONFLICT OF INTEREST**

I HEREBY CERTIFY that

1. I, \_\_\_\_\_, am the  
(Printed Name)  
\_\_\_\_\_ and the duly authorized representative of the firm  
(Title)  
\_\_\_\_\_ whose address is  
(Firm Name)  
\_\_\_\_\_, and that I possess  
(Firm Address)

- 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. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the City of DeBary, nor has any outstanding past due debt to the City of DeBary, Florida; and,
- 4. The City of DeBary reserves the right to disqualify RFQs upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the RFQ process as required by law, upon the part of the Respondent(s), the City's Professional Consultant(s) or any City employee(s) who may, or may not, be involved in developing RFQ specifications and/or firm RFQ schedules. Multiple RFQs from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the City's Professional Consultant(s) or City employees. Contractors involved in developing a RFQ specification or Contractors with knowledge of RFQ specifications prior to the advertisement shall be disqualified from participating in the RFQ process.

EXCEPTIONS (List)

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Date: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

Commission Expires \_\_\_\_\_ (Seal)

**NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being duly sworn, deposes and says that:  
(Printed Name)

1. He/she is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Firm/Company)

the respondent that has submitted the attached response.

2. He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.

3. Such solicitation is genuine and is not a collusive or sham solicitation.

4. Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of DeBary, Florida, or any person interested in the proposed Agreement.

5. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Commission Expires \_\_\_\_\_ (Seal)

**DRUG-FREE WORKPLACE AFFIDAVIT**

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(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 Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 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, by 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 business complies fully with the above requirements.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires \_\_\_\_\_ (Seal)

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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 City of DeBary

by \_\_\_\_\_  
(Printed Name and Title)

for \_\_\_\_\_  
(Firm / Company)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number FEIN) is \_\_\_\_\_ (If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn

statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e). **Florida Statutes**, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

## PUBLIC ENTITY CRIMES

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Commission Expires \_\_\_\_\_ (Seal)

**PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS**

Successful Respondent agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Successful Respondent shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Successful Respondent shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Successful Respondent shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Successful Respondent shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Successful Respondent upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the Successful Respondent fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Successful Respondent shall comply fully with the requirements of Florida Statutes 119.0701.

Respondent/Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_



CERTIFICATION STATEMENT

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
(Firm/Company Name)

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Name and Title)

***The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>***

**PROHIBITION AGAINST CONTINGENT FEES**

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The respondent, \_\_\_\_\_, warrants that he or she has not employed or  
(Name)  
retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires \_\_\_\_\_ (Seal)

**Acceptance of Proposal Terms and Conditions**

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document or as negotiated pursuant thereto. The signature(s) below in this **Acceptance of Proposal Terms and Conditions** are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

Respondent/Firm Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires \_\_\_\_\_ (Seal)

**Truth-in-Negotiations Certification**

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Respondent/Firm Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires \_\_\_\_\_ (Seal)

**Addendum Receipt Acknowledgement Certification**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Respondent/Firm Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTINUING CONSULTING CONTRACT FOR  
GENERAL ENGINEERING SERVICES**

THIS CONTRACT (hereinafter "Contract" or "Agreement") made and entered into this 29<sup>th</sup> day of July 2015, by and between the CITY OF DEBARY, a Florida municipal corporation, whose address is 16 Colomba Rd., DeBary, Florida 32713, hereinafter referred to as "CITY" and PEGASUS ENGINEERING, hereinafter referred to as "CONSULTANT".

**RECITALS**

WHEREAS, the CITY desires to retain professional consulting engineers to provide miscellaneous engineering and related services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, and Section 287.057, Florida Statutes, Procurement of Contractual Services; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

**SECTION 1  
GENERAL PROVISIONS**

1.1 Services. The CONSULTANT shall provide services ("Services") for the CITY as required by the CITY on a task by task basis which may include, but not be limited to:

- Participation in the development review process;
- Project assistance related to utilities, storm drainage, sidewalks and roadways, signage and traffic signals, recreation facilities and public building facilities;
- Construction inspection services related to contracted construction projects;
- Support services for drainage complaint investigations and surveys;
- Land surveying;
- Attendance at various meetings as necessary based on specific assignments; however attendance at a Council meeting regarding a project for which the CONSULTANT is receiving a lump sum fee shall be included in said fee and not separately charged to the CITY;
- Prepare or otherwise assist in the preparation of Local, State and Federal grant application forms;

- Provide additional engineering services, special plans and descriptions to assist CITY on an as-needed basis.

The CONSULTANT hereby represents and warrants to CITY that CONSULTANT is experienced in and competent to perform the Services specified in this Agreement. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner that comports with professional industry standards, and applicable federal, state and local laws and regulations, and, in the case of engineering services, in accordance with professional engineering standards.

1.2 Services Authorization. The CITY shall, from time to time at its sole discretion, authorize the CONSULTANT in writing to provide Services for a specific task or project ("Project") by issuing a Services Authorization. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, whether such is to be paid pursuant to a lump sum amount or the fee schedule attached as Exhibit "A" and incorporated herein, (4) the deliverables, if any (which are the items to be provided to the CITY as a result of the Services), and (5) the services, information and data that can be provided by the CITY to the CONSULTANT.

1.3 No Guarantee on Amount or Type of Work. The CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that shall be automatically incorporated into any Services Authorization that may be mutually agreed to by the parties. The CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT. The CONSULTANT shall not be entitled to compensation for any services rendered in excess of those specifically requested by CITY.

1.4 Contract Period. The Contract Period is for one (1) year from the date of CITY COMMISSION approval with an option by the CITY to renew the contract on an annual basis up to, but not to exceed five (5) years. Unless terminated by the CITY prior to the end of any one year term, the contract shall be automatically renewed on the annual anniversary date of the CITY COMMISSION's approval of this Agreement for the next succeeding one year term with the condition that the CITY's obligation to pay under this Agreement for each year is contingent upon the CITY in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above until terminated in accordance with Section 6 or until the Agreement automatically expires five (5) years after CITY COMMISSION approval. The above time periods may be extended to complete Services being rendered under a specific task that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

1.5 All references to drawings shall mean both traditionally drafted as well as computer-based, and all submissions of drawings shall include paper, mylar and computer file versions as appropriate. The CONSULTANT shall provide all computer generated material to the CITY in a digital format that is compatible with those systems employed by the CITY.

**SECTION 2**  
**RESPONSIBILITY OF THE CONSULTANT**

- 2.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, borings, studies, tests, inspections, assessments, specifications, and other Services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, borings, studies, tests, inspections, assessments, specifications, and other Services in such a manner as to satisfy the scope of work as agreed, applicable industry design practices, the intended purpose of the contract, and those requirements imposed by all regulatory agencies.
- 2.2 For each Project, the CONSULTANT shall provide a Project Manager who must be currently employed by the CONSULTANT and who shall serve as the CONSULTANT's primary contact person for correspondence and communication with the CITY's representatives.
- 2.3 Substitution of the Project Manager, Project Engineer or Other Key Personnel. The CONSULTANT shall not substitute any key personnel without the prior written approval of the City Manager or the City Manager's appointee ("City Project Manager") to oversee the specific task assigned to CONSULTANT. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the CITY. Further, the CITY, in lieu of approving a substitution, may initiate other actions under the contract, including termination of CONSULTANT under this Contract or under the specific task assigned.
- 2.4 Neither the CITY's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable law for all damages suffered directly or indirectly by the CITY caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
- 2.5 The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law.
- 2.6 The CONSULTANT shall take reasonable measures and precautions to minimize damage to site(s) where Services are being performed and any improvements located thereon resulting or arising from the performance of the Services. The CONSULTANT shall further take reasonable measures and precautions to avoid damage or injury to areas and improvements located near or in close proximity to site(s) where Services are being performed.
- 2.7 Sample Disposal. Unless otherwise agreed in the Services Authorization or otherwise in writing, test specimens, if collected, shall be disposed of immediately upon completion of the tests and all drilling samples or specimens shall be disposed of at CONSULTANT's discretion after a period of seven (7) days after submission of CONSULTANT's report to CITY. CONSULTANT shall properly dispose of any collected samples or specimens in accordance with all applicable federal, state and local laws and regulations.
- 2.8 Public Records Laws. The CONSULTANT acknowledges and agrees that the CITY is a public entity that is subject to Florida's public records laws and as such, documents in CONSULTANT's possession relating to Project(s) and work performed for the CITY are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt or excepted by applicable law. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, audio or video tape, photograph, or other writing of



the Engineer and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the CONSULTANT, unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, audio or video tapes, photographs, or other writings of the CONSULTANT are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's City Manager. While in the possession and control of the CONSULTANT, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the City, the CONSULTANT shall, within three business days, supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall, at any and all reasonable times during the normal working hours of the CONSULTANT, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and CONSULTANT by the Public Records Law, CONSULTANT agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between CONSULTANT and the Owner. This provision shall survive expiration and termination of this Agreement.

2.9 If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

### SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 Requirements for the Project. The CITY shall provide criteria and information as may be needed by the CONSULTANT to ascertain and meet the CITY's requirements for the assigned task in a timely manner, including objectives and constraints.
- 3.2 Information Pertinent to the Project. The CITY shall furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the CITY's files, all of which shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the services to be performed by the CONSULTANT.
- 3.3 Access to Property. The CITY shall arrange for access to and make provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform its Services.
- 3.4 Examination. The CITY shall examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.
- 3.5 City Project Manager. The CITY reserves the right to appoint a City Project Manager for any Services Authorization. The City Project Manager shall issue any and all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this Agreement. The City Project Manager shall also, 1) act as the CITY's agent with respect to the Services rendered hereunder; 2) transmit instructions to and receive information from the CONSULTANT; 3) communicate the CITY's policies and decisions to the CONSULTANT regarding the Services; 4) determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and 5) determine, initially, the merits of any allegation by the CONSULTANT respecting the CITY's non performance of any Project obligation. All determinations made by the City Project Manager, as outlined above, shall be final and binding upon the CONSULTANT in regard to further administrative review, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the DeBary City Council, or appearances before or appeals to a court of competent jurisdiction.
- 3.6 Notice and Extension of Term. The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services, or any defect in the work of contractor(s) affecting a Project. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any Services Authorization, then, in the CITY's sole discretion, and upon the submission to the CITY of evidence of the causes of the delay, the CONSULTANT shall be granted an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed.

**SECTION 4  
PAYMENTS TO CONSULTANT**

4.1 CONSULTANT will invoice the CITY for services upon completion of Project Services or once each month for Services performed during the preceding monthly period. The CITY will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's narrative invoices, and in accordance with the lump sum price negotiated for such services or schedule of fees and reimbursable expenses as set forth in Exhibit "A" attached hereto and incorporated herein. The invoices shall be in a format and contain information required by the CITY.

4.2 Invoices shall be paid by the City to the CONSULTANT within thirty (30) calendar days of the City's receipt of the invoice(s) ("Payment Period"), unless, within the Payment Period, the CITY: 1) notifies the CONSULTANT of an objection to the payment amount, and 2) either provides the CONSULTANT with a determination of the proper Payment, or 3) requests further information from the CONSULTANT so that a proper Payment can be derived and agreed upon by the parties.

4.3 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services on a Project contemplated by the parties and such Services have not been either a) fully negotiated, reduced to writing, and formally executed by both the CITY and CONSULTANT; or b) reduced to writing by the CITY and signed by the CITY, the CONSULTANT performs such Services at its own risk and without liability to the CITY.

4.4 For services performed outside the context of lump-sum contracts, the CITY shall be obligated to pay only for those Services that the CONSULTANT can demonstrate are reasonable, provable, and within the Scope of Services set forth in the applicable Services Authorization.

4.5 No Liens. CONSULTANT acknowledges and agrees that the CITY is a Florida municipality, and as such, the CITY's public property and the Project(s) involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes. CONSULTANT shall not file or record claims of lien or any other liens against any Project or property owned by the CITY.

4.6 Records. CONSULTANT agrees to maintain, and to cause each of CONSULTANT's subconsultants and subcontractors to maintain complete and accurate books and records ("Books") in accordance with sound accounting principles and standards, and relating to all Services and the Project, including the related costs and expenditures to the CITY that have been contracted for and paid during the life of any Specific Authorization. The Books shall identify the Services rendered during each month of the Services Authorization, the date on which each Project expense was incurred, and state whether the expense was Service or reimbursable-related. These Books shall be maintained for a period of five (5) years following Final Payment; or five (5) years following termination of any Services Authorization; or any other time beyond five (5) years as required by Florida's applicable Public Records retention schedules, whichever is the longer of these times. All Books shall be subject to audit by the CITY at all times during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, or as otherwise required by Florida's Public Records laws.

4.7 Final Payment. The acceptance by the CONSULTANT, its successors, or assigns, of any Final Payment due upon the termination of this Agreement or any Services Authorization or completion of any Project, shall constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the CITY under the provisions of this Agreement, unless otherwise previously and properly filed pursuant to the provisions of this Agreement, or in a court of competent jurisdiction. This subsection does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

## SECTION 5

### SCOPE, COST AND FEE ADJUSTMENT

5.1 General. The CONSULTANT or the CITY may at any time notify the other of requested changes to the Scope of Services as set forth in a Services Authorization. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in the subject Services Authorization to reflect such modification. The cost and fee adjustment due to modification in the Scope of Services may be calculated utilizing the same method of compensation applicable to the Services Authorization prior to the Scope modification. The CONSULTANT and the CITY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Services must be approved or authorized by the DeBary City Council. If the cost and fee adjustment is within a previously approved budget for changes to the Scope of Services for the overall Project, the change may be approved by the City Manager.

5.2 Scope Reduction. The CITY shall have the sole right to reduce (or eliminate, in whole or in part) the Scope of any Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction. In such event, the CONSULTANT shall be fully compensated for the Services already performed, including payment of all Project-specific fee amounts due and payable prior to the effective date stated in the CITY's notification of the reduction. The CONSULTANT shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project.

5.3 Scope Suspension. The CITY may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this Agreement or any Service Authorization. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified, or upon such other date as the CITY may thereafter specify in writing. The period during which the Services are stopped by the CITY shall be added to the applicable Services Authorization term as CONSULTANT's sole remedy for such suspension or delay. The suspension or delay of Services, whether caused or not caused by the actions or inactions of the CITY, shall not give rise to any claim by the CONSULTANT against the CITY.

## SECTION 6 TERMINATION

### 6.1 Termination

This Agreement may be terminated, at any time, by either party by delivering a written notice to the other party at least thirty (30) days prior to the intended termination date. In the event of the termination of this Agreement, CONSULTANT shall be paid for Services completed prior to and on the date of termination, including those reimbursable reasonable and provable expenses required by any Services Authorization and actually incurred by the CONSULTANT; provided however, if CONSULTANT terminates this Agreement prior to the completion of a Project(s), CONSULTANT shall not be compensated for uncompleted work in progress, including but not limited to circumstances where no final report or testing results have been provided to the CITY.

### 6.2 Delivery of Materials Upon Termination

In the event of termination of this Agreement (or any Services Authorization) by the CITY prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) physical copy and one (1) copy in electronic format, of the following items, any or all of which may have been produced prior to and including the date of termination: data, specifications, test results, calculations, estimates, plans, drawings, computer print outs, surveys, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any subconsultant or subcontractor, in rendering the Services described herein ("Documents"), as well as those items not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

## SECTION 7 MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

7.1 General. One reproducible copy and one copy in electronic format, of all Documents shall be supplied to the CITY at the CITY's request by the CONSULTANT, and at the CITY's cost. The final work product of all such materials, along with all formal CONSULTANT-CITY correspondence concerning any Project (e.g. letters, tapes, memoranda, etc.) shall be the sole property of the CITY. Furthermore, the CITY may reuse such Documents at no additional cost, and the CITY shall be vested with all rights of whatever kind and however created that may be in existence thereto.

7.2 Reuse of Documents. The CITY acknowledges that the Documents are not intended for use in connection with any Project or purpose other than the Project and purpose for which the materials are prepared. Any use by the CITY of such Documents in connection with a Project or purpose other than that for which such Documents were prepared, without the prior written consent of the CONSULTANT, shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability related thereto.

**SECTION 8  
NOTICES**

All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

Pegasus Engineering, LLC  
301 West State Road 434, Suite 309  
Winter Springs, Florida 32708

All notices required to be given to the CITY shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to the CITY and City Attorney, separately, at:

CITY OF DEBARY  
16 Columba Road  
DeBary, Florida 32713  
Attention: City Manager

CITY OF DEBARY  
16 Columba Road  
DeBary, Florida 32713  
Attention: City Attorney

Either party may change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Subsection.

**SECTION 9  
WAIVER OF CONSEQUENTIAL DAMAGES**

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONSULTANT OR BY THE CITY UNDER THIS AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THIS AGREEMENT.

**SECTION 10**  
**INDEMNIFICATION AND INSURANCE**

10.1 Indemnification. The CONSULTANT agrees to indemnify, defend and hold harmless the CITY, its representatives, employees, agents, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of any Services rendered under this Agreement or any Services Authorization issued pursuant to this Agreement. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the Project specifications, the bid documents, and any Services Authorization issued hereunder.

10.2 Insurance. The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, insurance in an amount necessary to fully protect CONSULTANT and its employees, agents, subconsultants and subcontractors from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its employees, agents, subconsultants or subcontractors, or anyone directly or indirectly employed by any of them for whose act or acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed (with coverage limits required by present Florida Statutes);
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle (with coverage of at least \$500,000 per occurrence);
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Professional Liability insurance (with coverage of at least \$1,000,000 per occurrence).

The CITY shall be listed as a named insured on such policies, except for Professional Liability insurance and insurance covering vehicles personally owned by individuals working for, or on behalf of the CONSULTANTS. CONSULANT shall further require and ensure that CONSULTANT's subcontractors/subconsultants have and maintain the same coverages described above at the same limits as the CONSULTANT. Subconsultants/consultants shall also list the City as an additional named insured on all such policies as required of the CONSULTANT, and the CONSULTANT shall contact the City and provide proof of insurance to the City for any subcontractor/subconsultant prior to assigning such subcontractor/subconsultant to a project.

10.3 CITY's Right to Inspect Policies. The CONSULTANT shall, upon fifteen (15) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies and certificates of insurance relating to such policies that are required in this Agreement or any Services Authorization.

**SECTION 11**  
**MISCELLANEOUS PROVISIONS**

11.1 Non-Exclusive Contract. This Agreement is non-exclusive, and may be terminated at the CITY's convenience with the proper notice having been given to the CONSULTANT pursuant to Sections 6 and 8 above. It is understood and acknowledged that the rights granted herein to the CONSULTANT are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other engineers, consultants, and subconsultants, and so forth, to have them perform such professional services as the CITY may desire.

11.2 Local, State and Federal Obligations.

11.2.1 Discrimination. The CONSULTANT, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, the CITY shall have the right to terminate this Agreement.

11.2.2 Compliance with Law. The CONSULTANT and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all subconsultants and subcontractors shall comply with the provisions of this subsection.

11.2.3 Licenses. The CONSULTANT shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services or Work as described herein. The CONSULTANT shall also require all subconsultants and subcontractors to comply by contract with the provisions of this subsection.

11.2.4 Compliance With New Regulations. The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the CITY or the CONSULTANT to qualify for local, state, or federal funding for the Services to be rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CITY shall have the right, by written notice to the CONSULTANT, to terminate this Agreement. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, or to any Services Authorization, then the CITY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend all related CITY/CONSULTANT contractual obligations, and to revise such Project budgets accordingly.

11.3 Consultant Not Agent of City. The CONSULTANT is not authorized to act as the CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the CITY hereunder, either in CONSULTANT's relations with subconsultants or subcontractor, or in any other manner whatsoever except as otherwise stated in a Services Authorization. CONSULTANT shall perform its Services as an independent contractor and shall have responsibility for and control over the details of and means for performing the Services



assigned and shall be subject to the directions of the CITY only with respect to the scope of work and the general results required.

11.4 Assignment and Delegation. The CITY and the CONSULTANT bind themselves, their successors, executors, administrators, and assigns to their respective duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Agreement as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement. Subcontracting to subconsultants contemplated by both the CITY and CONSULTANT in accordance with industry standard and generally accepted business practices shall not be considered an assignment for the purposes of this agreement.

11.5 Entire Agreement. This Agreement constitutes the entire Agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document.

11.6 Amendment. This Agreement may be amended or modified only by a Services Authorization, or an Amendment, and as duly authorized and executed in writing by the parties.

11.7 Validity. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

11.8 Headings. The headings of the Sections or Subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

11.9 Timeliness. The CITY and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement and any Service Authorization, and that the Services shall be performed in as expeditious a manner as may be in accord with the nature of each Project.

11.10 Public Entity Crime. Any Person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the CITY obtained in violation of this Section shall be subject to termination for cause. A subconsultant or subcontractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a subconsultant or subcontractor acceptable to the City.

11.11 Force Majeure.

1. "Force Majeure" refers to any unforeseeable event, including, but not limited to, wars or natural disasters, the occurrence and effect of which is unavoidable and insurmountable. Economic burden, unprofitability, or other issues commonly associated with the conduct of business shall be deemed foreseeable events and shall not constitute a Force Majeure for the purposes of this Contract or any Service Authorizations issued hereunder.
2. Should a Party, due to the occurrence of Force Majeure, fail to perform this Agreement in full or in part, such Party shall be exempted and excused from those responsibilities and obligations for Services (other than for delay in the payment of money due and payable) to the extent that such responsibilities and obligations are proximately caused by such Force Majeure.
3. Should a Party fail to perform on time its duties or obligations under this Agreement and subsequently Force Majeure were to occur, such Party shall not be exempted from any of its liabilities hereunder as a result of its failure to perform such duties or obligations.
4. Should a Party be unable to perform this Agreement as a result of Force Majeure, it shall immediately inform the other Party of the situation and the reason(s) for the nonperformance, so as to minimize any losses incurred by the other Party as a consequence thereof. Such notification shall be in the form of a sworn affidavit from a principal of the Party claiming the existence of a Force Majeure event and shall fully set forth the details of the event as well as the direct effect of such upon the ability or capacity of the Party to render its Services pursuant to this Contract or Services Authorization. If feasible, the Parties may agree to amend in writing the schedules for any Services authorized to accommodate the situation; however, should a Force Majeure event preclude the Consultant from performing time-sensitive Services for the City, the City may terminate this Agreement or any Services Authorization issued hereunder and reassign Services to another Consultant at no risk or liability to the City.

11.12 Remedies And Costs. Unless specified otherwise herein, all remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity.

11.13 Dispute Resolution and Exclusive Venue. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Volusia County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The sole and exclusive venue for any litigation shall be in Volusia County, Florida before the County Court or Circuit Court of the Seventh Judicial Circuit, in and for Volusia County, Florida.

11.14 Attorneys' Fees & Litigation Costs. In the event of mediation or litigation between the parties concerning or arising from this Agreement or any Services Authorization, the each party shall bear their own

attorneys' fees and litigation costs, except for CITY's claim(s) for indemnity against CONSULTANT under this Agreement, for which claim(s), attorneys' fees and litigation cost shall be due and payable to the prevailing party.

11.15 No Waiver of Sovereign Immunity. Nothing contained in this Agreement or any Services Authorization shall be considered or deemed a waiver of the CITY's sovereign immunity protections.

*IN WITNESS WHEREOF*, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.

ATTEST:

P. Villanueva

Name: Priscilla Villanueva

(SEAL)

BY: Furson Munjed

Name: Furson Munjed

Title: MGRM

APPROVED:

**CITY OF DEBARY, FLORIDA**

ATTEST:

Dam Parrott  
Dam Parrott/City Clerk

(SEAL)

Clint Johnson  
Clint Johnson, Mayor

APPROVED BY THE DEBARY CITY  
COUNCIL AT A MEETING  
HELD ON July, 2015



**EXHIBIT "A"**  
**CONTINUING CONSULTING CONTRACT FOR**  
**GENERAL ENGINEERING SERVICES**

Senior Project Manager.....	\$175.00 / Hour
Project Manager.....	\$165.00 / Hour
Senior Project Engineer.....	\$155.00 / Hour
Project Engineer.....	\$125.00 / Hour
Senior Designer.....	\$90.00 / Hour
Designer.....	\$80.00 / Hour
CADD / GIS Technician.....	\$75.00 / Hour
Word Processor / Clerical.....	\$65.00 / Hour
Mileage.....	57.5¢ / mile
Copies and Prints (In-House)	
B&W    8.5 x 11.....	\$0.10 / page
11 x 17.....	\$0.15 / page
Color    8.5 x 11.....	\$1.00 / page
11 x 17.....	\$1.50 / page
Plots (In-House)	
All Color Plots.....	\$5.00 / SF
All B&W Sizes.....	\$0.15 / SF
Overnight Delivery.....	Actual Cost
Courier Services.....	Actual Cost
Postage.....	Actual Cost
Government Permits.....	Actual Cost

Unit Prices Effective Until December 31, 2016



# CERTIFICATE OF LIABILITY INSURANCE

PEGAS-1

OP ID: LV

DATE (MM/DD/YYYY)

08/06/2015

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Jackson, Collinsworth & Johnson Insurance Agency, LLC. 2208 Hillcrest Street Orlando, FL 32803 Mark E. Jackson	<b>CONTACT NAME:</b> Kristin McIntosh <b>PHONE (A/C, No, Ext):</b> 321-445-1117 <b>E-MAIL ADDRESS:</b> certs@cj-insurance.com	<b>FAX (A/C, No):</b> 321-445-1076
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	<b>INSURER A:</b> Travelers Indemnity Co.	<b>NAIC #</b> 25658
	<b>INSURER B:</b> Travelers Casualty & Surety Co	<b>19038</b>
	<b>INSURER C:</b> Catlin Insurance Company, Inc.	<b>19518</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		680-5D254960	09/18/2014	09/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		680-5D254960	09/18/2014	09/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-5D257010	09/18/2014	09/18/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	UB-4128792	09/18/2014	09/18/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>Professional Liab</b>			AED-671142-0914	09/18/2014	09/18/2015	Per Claim 2,000,000 Aggregate 2,000,000

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

Continuing Professional Engineering Services

City of DeBary is listed as additional insured as respects to General & Auto Liability when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

<b>DEBAR16</b>  City of DeBary Attn: City Manager 16 Columba Road DeBary, FL 32713	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Alan Williamson, Public Works Director	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Thompson Consulting Services Renewal	
<b>Meeting Hearing Date</b> 22 July 2020	

## **REQUEST**

Request City Council approve the renewal of a cooperative purchasing professional services agreement with Thompson Consulting Services LLC for debris management services.

## **PURPOSE**

The Thompson Consulting Services LLC agreement for debris management services will enable the City to have a contractor in place to provide the debris related services required for any future possible FEMA reimbursement. The benefits include but not limited to, 1) provide additional resources to properly monitor the debris load, haul and site management services, 2) reallocate public works personnel to handle other emergency issues, 3) automate and digitize monitoring records for better accuracy and accountability, and 4) possible acceleration of FEMA reimbursement.

## **CONSIDERATIONS**

In 2019 the City of DeBary entered into a cooperative purchase agreement for debris monitoring services using the Volusia County contract. The contract is set to expire, and Thompson Consulting Services was recently awarded the Volusia County contract through June 2023 with renewals through 2027. Within the agreement section 16.2 states "Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions."

## **COST/FUNDING**

There is no cost to enter into the agreement. The price sheet for the various elements of service are included in the agreement. Costs are realized only when services are rendered.

## **RECOMMENDATION**

It is recommended that the City Council: Approve renewing the cooperative purchasing professional services agreement with Thompson Consulting Services LLC for debris management services.

## **IMPLEMENTATION**

Upon execution

**ATTACHMENTS**

Attachment A: Thompson Consulting Contract

Attachment B: DeBary Agreement



## Cooperative Purchasing Professional Services Agreement General Terms and Conditions

This Cooperative Purchasing Professional Services Agreement ("Agreement") is by and between **Thompson Consulting Services, LLC** (hereinafter referenced as "Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and the **City of DeBary, Florida** (hereinafter referenced as "Client" or "End User"), a political subdivision of the State of Florida, with an address of 16 Colomba Road, DeBary, FL 32713;

Whereas, Consultant has entered into an agreement for Disaster Management Services effective as of June 19, 2020 with Volusia County, Florida (hereinafter referred to as "County Contract" and incorporated as **Attachment 1**);

Whereas, the County Contract acknowledges that the End User may enter into an agreement with the Consultant through the County Contract;

Whereas, Client desires to be an End User under the County Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the County Contract;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

### 1. TERM & APPLICABILITY

The term of this Agreement shall commence on the Effective Date and shall expire on the same date set forth in the County Contract. The term of this Agreement shall be dependent upon any renewals of the County Contract. Any exercised renewal of the County Contract shall automatically renew the term of this Agreement for the same period of the County Contract, unless Client or Consultant notifies the other party in writing prior to the expiration of the then current term of its intent not to renew this Agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

### 2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof following the issuance of a Notice to Proceed and in accordance with the County Contract.

### 3. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

### 4. CHANGES/AMENDMENTS

This Agreement and its attachments constitute the entire agreement between the Parties and together with its attachments supersede any

prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

### 5. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in the County Contract.

### 6. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

### 7. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse of any of the Work Products.

### 8. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.





## Cooperative Purchasing Professional Services Agreement General Terms and Conditions

### 9. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety (including, but not limited to, any supervision of operations of others, training, audit or observation of safety programs of others) and safety of persons other than Consultant's employees. Client acknowledges that Consultant has no responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security or safety.

### 10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty (30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination.

### 11. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

### 12. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant: Thompson Consulting Services  
Attention: Jon Hoyle  
Address: 1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

### 13. MISCELLANEOUS

A. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

B. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.



thompson  
CONSULTING SERVICES

## Cooperative Purchasing Professional Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Effective Date: \_\_\_\_\_

**THOMPSON CONSULTING SERVICES, LLC**

**CITY OF DEBARY, FLORIDA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Please return executed copy of these terms and conditions to the attention of:

Lydia Pena  
LPena@thompsoncs.net  
(407) 792-0018 – Phone



thompson  
CONSULTING SERVICES

**Cooperative Purchasing Professional Services Agreement  
General Terms and Conditions**

**ATTACHMENT 1**



**AGREEMENT  
FOR  
DISASTER MANAGEMENT SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

**THOMPSON CONSULTING SERVICES, LLC**

County of Volusia  
Purchasing & Contracts Division  
123 West Indiana Avenue, Suite 302  
DeLand, Florida 32720-4608  
386-736-5935

## AGREEMENT FOR DISASTER MANAGEMENT SERVICES

This Agreement for Disaster Management Services (hereinafter "Agreement" or "Contract") made and entered by and between Thompson Consulting Services, LLC, a Delaware corporation duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 ("Contractor") and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 ("County").

### RECITALS:

WHEREAS, the County desires to retain the services of a competent and qualified Contractor to provide Disaster Management Services; and

WHEREAS, the County has issued Request for Proposals 20-P-34PW (the "RFP") seeking a qualified firm to perform Disaster Management Services, and has received responses from various potential vendors; and

WHEREAS, the County has determined that Contractor is fully qualified to render the required service; and

WHEREAS, it has been determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree and stipulate as follows:

### 1 DEFINITIONS

For this Agreement and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by the incorporated Scope of Services (Exhibit A), third by the Supplemental Scope of Service (Exhibit A1) and fourth by the incorporated Price Sheet (Exhibit B). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence.

- 1.1. **ADMS:** Automated Debris Management System.
- 1.2. **Agreement:** This Agreement for Disaster Management Services, including its articles, exhibits, addenda, and attachments.
- 1.3. **Amendment:** An amendment to this Agreement in writing, approved by the Director of Purchasing and Contracts, and signed by the County and Contractor authorizing a modification or revision to one or more terms or conditions of this Agreement.
- 1.4. **Change Order:** A written change or modification to this Agreement approved by the County's Project Manager and Contract Administrator to Contractor signed by the

County and Contractor authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in the Agreement price or time, without change to any other terms or conditions of the Agreement.

- 1.5. **Collection Monitor:** Personnel assigned to monitor debris removal contractors' performance. The duties include but are not limited to ensuring the debris is eligible and accurately documented.
- 1.6. **Compensation:** The amount paid by the County to Contractor for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to Contractor, under the terms of this Agreement, for all Services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.
- 1.7. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- 1.8. **Contractor:** Thompson Consulting Services
- 1.9. **Contractor's Project Manager:** The Project Manager has responsibility for administering this Agreement for the Contractor.
- 1.10. **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- 1.11. **County Project Manager:** The person designated by the County to review, approve and make decisions regarding the Scope of Services in this Agreement.
- 1.12. **Day:** The word "day" means each calendar day or accumulation of calendar days.
- 1.13. **Database:** Collection of data stored in a digital format, typically structured by the use of tables of similar data types.
- 1.14. **Debris:** Scattered items and materials broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.
- 1.15. **Deliverable:** The products or services provided through the Scope of Services for this Agreement including but not limited to: other services, reports, written documentation, training, systems or processes.
- 1.16. **Department of Public Works (DPW):** Department typically responsible for clearing debris from the roads and rights-of-way.
- 1.17. **Disposal Site Monitor:** Personnel assigned to the debris disposal site to manage disposal operations and monitor removal contractors' performance. The duties include but are not limited to ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA guidelines, inspect, measure and certify

debris vehicle capacities, check loads for hazardous waste, and perform quality control checks.

- 1.18. **ESRI:** Environmental Systems Research Institute, a Geographic Information System software vendor.
- 1.19. **Effective Date:** The date that this Agreement is fully executed by Contractor and the County.
- 1.20. **FEMA:** Federal Emergency Management Agency.
- 1.21. **FHWA:** Federal Highway Administration.
- 1.22. **FLDEM:** Florida Department of Emergency Management.
- 1.23. **Geodatabase:** Spatial database storing data referenced by spatial or geographic coordinates.
- 1.24. **GIS:** Geographic Information System, an information system that works with data referenced by spatial or geographic coordinates.
- 1.25. **GPS:** Global Positioning System, a satellite based navigation system that provides time and location anywhere on the earth to those with a compatible receiver.
- 1.26. **Hazardous Waste:** Material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive, and/or 4) Reactive. In accordance with Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.27. **Incident:** Each disaster for which a Notice to Proceed (NTP) is issued.
- 1.28. **Inspector:** An authorized representative of the County assigned to make all necessary inspections of the Work performed, or being performed.
- 1.29. **Key Personnel:** Contractor's personnel, designated by Contractor, who are responsible for Contractor's day-to-day Project operations as described in Contractor's Proposal.
- 1.30. **LSA:** Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.
- 1.31. **Notice to Proceed:** A written notice issued to the Contractor, by the County's Project Manager, fixing the date on which the Contract times will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract.
- 1.32. **Project:** The project that is described in Exhibits A – A1 of this Agreement.

- 1.33. **Proposal:** The document submitted by Contractor in response to a formal solicitation (RFP No.20-P-34PW) used to determine if Contractor is highly qualified.
- 1.34. **REST:** Representational State Transfer, a software architecture used in web services.
- 1.35. **Rights-of-Way (ROW):** The portions of land over which a facility, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.
- 1.36. **Run-out Period:** Upon expiration of the Agreement, the Run-out Period shall begin upon the expiration date and expire upon completion of Services for the declared disaster event/project
- 1.37. **Scope of Services:** The Services, herein defined in this Agreement under the Scope of Services (e.g., Exhibit A) that is agreed to by the parties in writing, which includes responsibility for performing and complying with all incidental matters pertaining thereto.
- 1.38. **Services:** Those services defined in the Scope of Services to be performed by Contractor pursuant to this Agreement and its attached exhibits, including: the work, duties and obligations to be carried out and performed by Contractor under the Agreement and pursuant to Exhibits A and A-1 attached hereto and made a part of this Agreement.
- 1.39. **Site:** Any area of land or water within the property boundaries of a solid waste management facility where one or more solid waste processing, resource recovery, recycling, storage, or disposal areas are located.
- 1.40. **Spotter:** Personnel assigned to the debris disposal site to observe and assist in the debris unloading operations. The duties include, but not are not limited to, ensuring debris disposal site safety and debris eligibility.
- 1.41. **State:** State of Florida.
- 1.42. **Storage Site:** A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill.
- 1.43. **Storm Debris:** Debris that may be eligible for clearance, removal and disposal includes trees, sand and gravel, building wreckage, vehicles and personal property. The debris must be a direct result of the declared event, must occur within the designated disaster area and must be the responsibility of the applicant at the time of the disaster. Debris removal may be eligible when it:
- Eliminates immediate threats to lives, public health and safety;
  - Eliminates immediate threats of significant damage to improved public or private property; and/or
  - Ensures economic recovery of the affected areas to the benefit of the community-at-large.
- 1.44. **Subcontractor:** A person other than a material man or laborer who enters into an agreement with Contractor for the performance of any part of this Agreement.



- 1.45. **TDSRS:** Temporary Debris Storage and Reduction Sites(s), including citizen site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.
- 1.46. **Ticket:** County approved tracking document used to determine eligibility for payment requests.
- 1.47. **UAV:** Unmanned aerial vehicle
- 1.48. **Warranty:** The warranty or warranties as set forth in this Agreement including any warranties required by State Law or regulation.

## 2 EXHIBITS

- 2.1 The exhibits listed below are incorporated into and made a part of this Agreement.
  - 2.1.1 Exhibit A—Scope of Services,
  - 2.1.2 Exhibit A-1—Supplemental Scope of Work
  - 2.1.3 Exhibit B—Price Sheet
  - 2.1.4 Exhibit C—Insurance Requirements
  - 2.1.5 Exhibit D – Required Forms:
    - Debarment Form for Federal Funded Projects
    - Certification Regarding Debarment (Prime)
    - Byrd Anti-Lobbying Amendment Certification
    - Certification Regarding Prohibition against Contracting with Scrutinized Companies

## 3 ORDER OF PRECEDENCE

- 3.1 If Contractor finds any potential or possible inconsistency, conflict, error, or discrepancy in the Agreement, the order of precedence, Contractor shall immediately call it to the County Project Manager's attention, in writing, and request the County Project Manager's interpretation and direction before proceeding with the Services affected thereby.

In the event of any conflicts or inconsistencies between any exhibit to the Agreement and the Agreement itself, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- 3.1.1 In the event of any conflicts or inconsistencies between Exhibit A – Scope of Services and any other exhibit of this Agreement in regard to the Scope of Services, Project specifications, performance criteria, or management metrics; Exhibit A – Scope of Services shall be controlling.

- 3.1.2 In the event of any conflicts or inconsistencies between Exhibit A-1 – Scope of Services and any other exhibit other than Exhibit A Scope of Services of this Agreement in regard to the Scope of Services, Project specifications, performance criteria, or management metrics; Exhibit A-1 – Supplemental Scope of Services shall be controlling.
- 3.1.3 In the event of any conflicts or inconsistencies between Exhibit B – Price Sheet and any exhibit in regard to the types of services to be provided under this Contract; Exhibit B – Price Sheet shall be controlling.
- 3.1.4 In the event of any conflicts or inconsistencies between the Agreement and any exhibit to the Agreement in regard to all terms and conditions addressed in the Agreement; the Agreement shall be controlling.

4 **SCOPE OF SERVICES.** Contractor shall provide Services under this Agreement and act as Contractor to the County in accordance with the Scope of Services as specifically set forth in this Agreement and its exhibits.

4.1 Contractor shall provide Disaster Management Services to Volusia County in accordance with the Scope of Services attached as Exhibits A and A-1.

4.2 **Performance Criteria:**

4.2.1 All services shall be performed in accordance with the Agreement and carried out under the direction of the County's Project Manager.

4.2.2 All labor necessary to complete the Scope of Services shall be performed in a good and competent workmanlike manner, in accordance with industry standards and to the satisfaction of the County.

4.2.3 **Changes to Scope of Services.** The County may, at any time, by written change order, make changes within the general Scope of Work to be performed under this Agreement; unless otherwise allowed by the County in the written change order, such changes to the Scope of Work (or Contractor's claim for adjustment, described below) shall not allow, permit, or excuse any delay in the performance of the Work. Except as provided in this Agreement otherwise, if any such change causes an increase or decrease in Contractor's cost of the Work or the time required for performance of the Work, the County may make an equitable adjustment by amending this Agreement in writing and signed by authorized representatives of the parties, stating the equitable adjustment; determination of whether such an increase or decrease was caused by the change to the scope of work shall be in the County's sole discretion. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of the County's notification to Contractor (whether made orally or in writing) of the change that caused the claim for adjustment; otherwise, the claim shall be deemed waived. Except as otherwise provided in this Agreement, no charge for any extra work or materials shall be allowed or approved by

the County. No additional Work shall be performed or extra materials purchased until a written Change Order has been approved by Contractor and County.

4.2.4 **Time is of the Essence.** Time is of the essence for all Services performed under this Agreement and all Projects performed in accordance herewith.

4.2.5 **Authority to Act on Behalf of County.** County's Purchasing and Contracts Director, or such other proper authority pursuant to County policies and procedures, shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for such additional items to exceed the Purchasing Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

## 5 RESPONSIBILITY OF CONTRACTOR

5.1 Where questions exist as to the Scope of Services to be provided, Contractor shall promptly confer with the Project Manager to ascertain the functional criteria of the Scope of Services. The Services of Contractor shall also include the following:

5.1.1 Contractor shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual implementation of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better services or reductions in costs to the County.

5.1.2 Contractor covenants and agrees as follows:

5.1.2.1 That there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Services.

5.1.2.2 That Contractor recognizes that its special talent, training, and experience caused the County to select Contractor to be the prime professional;

5.1.2.3 That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services;

5.1.2.4 That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and

diligence normally employed by a licensed professional in the same field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances;

5.1.2.5 That Contractor shall provide any Project data, summaries, reports, or studies, pursuant to Subsection 5.1.2.4 above, accurately with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on Contractor's status as an industry professional in accepting such documentation.

- 5.2 **Supervision.** Subject to Subsection 5.1.2.4, Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Contractor shall hire, compensate, supervise, and terminate members of its work force, and Contractor shall direct and control the manner in which Services are performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for Contractor's employees and/or subcontractors shall be the responsibility of Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering Services pursuant to this Agreement. Further, Contractor shall be responsible for assuring the County that finished or completed Deliverables accurately comply with the requirements of this Agreement and the Scope of Services contained therein.
- 5.3 **Assurance.** Subject to Subsection 5.1.2.4, Contractor gives County its assurance that all Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of Services shall be considered materially defective and constitute a breach of this Agreement.
- 5.4 **Accuracy of Reports / Summaries.** Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by Contractor under this Agreement. Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Services for which it is responsible.
- 5.5 **Services to Comply with Specifications and Law.** All Services performed by Contractor including all general provisions, special provisions, job specifications, drawings, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Services, shall comply with the Scope of

Services and all applicable local laws, codes, ordinances and statutes.

5.6 **Subcontractors.**

- 5.6.1 **Employment or Substitution of Subcontractors.** Contractor shall not employ any Subcontractor, other person, or organization of against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's approval.
- 5.6.2 **Disapproval of Subcontractors.** County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.
- 5.6.3 **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific Services done in accordance with the Exhibit B-Price Sheet.
- 5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Services being performed for Contractor.

6 **TERM OF AGREEMENT**

- 6.1 The term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate three (3) years from the Effective Date. Two (2) subsequent two (2) year renewals are permissible upon

mutual written agreement between the parties with County Council approval.

- 6.2 The Services to be rendered by Contractor shall be commenced, as specified in this Agreement or as may be requested by the County and shall be completed within the time specified therein.
- 6.3 Effect of Expiration of Agreement. Upon expiration of the Agreement (1) no new Services shall begin; (2) Services started prior to the expiration of the Agreement that cannot be completed until after the expiration of the Agreement shall expire on the completion date of said Services, and after all work or Services associated with said event/project have been approved and accepted by the County's Project Manager. As such the obligations entered therein by both parties under this Agreement and said Services shall remain in full force and effect until completion of all work or Services performed under this Agreement during the Run-out Period; and (3) County shall have the ability to access and download its records and reports until expiration of the Run-out Period.

## 7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Price Sheet.** Contractor shall be paid Compensation for all Services. Total Compensation for this Agreement shall be comprised of the total cost of all projects, materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Exhibit "B" – Price Sheet attached hereto and incorporated herein. The County agrees to pay Contractor in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Services. In addition, Contractor shall certify that the original Agreement price or Compensation for the Scope of Services and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 7.3 **Reimbursable Expenses.** County's payment to Contractor pursuant to the Price Sheet, attached hereto and incorporated herein as Exhibit B, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.
- 7.4 **Payments.** Any payments shall be made in accordance with Exhibit B – Price Sheet. The rates expressed in Exhibit B shall govern Compensation and provide for payments against specified Deliverables and performance.
  - 7.4.1 **Approval of Payment.** If, on the basis of the County Project Manager's observation and review of Contractor's Services, the County Project Manager is satisfied that the Services has been completed and Contractor has fulfilled all of its obligations under the Agreement, the

County Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Project Manager shall return the invoice to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor will make the necessary corrections and resubmit the invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the services or work provided by Contractor, which defects or deficiencies would have otherwise caused the County to withhold payment.

7.4.2 **Invoice Detail.** Contractor shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.

7.4.3 **Retainage.** A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

7.5 **Invoices.** Invoices or payment requests shall be addressed from Contractor and submitted to the County's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.

7.5.1 **Documentation.** Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the County Project Manager. County Project Manager shall review Contractor's Invoice and supporting data and notify Contractor in writing within ten (10) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

7.5.2 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit B, Contractor shall invoice County for all payments due Contractor under this Agreement. County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County.

7.5.3 **Withholding.** The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

7.5.4 **Payment Due.** Within forty-five (45) days of acceptance by the County Project Manager of all the Services for which Contractor has submitted an invoice of professional Services, Contractor shall be paid the unpaid balance of any money due for any undisputed Services covered by said invoice, subject to section 7.4.3, above.

7.5.5 **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.

7.6 **Contractor's Continuing Obligations.** Contractor's obligation to perform Work in accordance with the Agreement shall be absolute. Nothing, including without limitation, the following, shall constitute an acceptance of Work not in accordance with the Agreement: approval of any progress; final payment to Contractor; documentation confirming acceptance of the Work by the County; any payment by the County to Contractor under the Agreement; any act of acceptance by the County or any failure to do so; any correction of defective Work by the County.

7.7 **Unusual Costs:** The Contractor 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 Contractor petitions for such an increase, the Contractor 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 Contract termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor 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 decrease.

7.8 **Non-appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. The County shall not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in this Agreement. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then-current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues.

## 8 PAYMENT OF SUBCONTRACTORS



- 8.1 **Payment.** Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Services or supplies. Contractor agrees that if it withholds an amount as retainage from such Subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.
- 8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, and hold the County harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement. Regardless of the foregoing, nothing in this Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see the payment of any moneys due any Subcontractor, except as may otherwise be required by law.

## 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 **Indemnification.** Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.
- 9.2 In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.
- 9.3 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the 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 of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## 10 INSURANCE

Contractor shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit C.

## 11 TERMINATION

- 11.1 The Contract may be terminated by 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.
- 11.2 County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor for convenience or non-appropriations.
- 11.3 Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.
- 11.4 Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
  - 11.4.1 Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.
  - 11.4.2 Inform the County, in writing, of the extent to which performance is completed.
  - 11.4.3 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Services under the Agreement that is in progress but not yet completed.
  - 11.4.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of Contractor under the orders and subcontracts so terminated.
- 11.5 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 6 - Term of Agreement, Article 7 - Agreement Price and Compensation, and this Article 11 - 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 this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- 11.6 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. County's approval of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- 11.7 If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete Contractor's unfinished Services. As such, County may apply unpaid Compensation due and owing to Contractor prior to the default as a set off against the costs incurred by the County for

taking over such Services.

- 11.8 The right of termination provided to the County and Contractor herein shall be cumulative of all other remedies available at law.
- 11.9 All provisions of this Agreement that impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

**12 DISPUTE RESOLUTION**

- 12.1 **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 12, Dispute Resolution. Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Services. Issues shall be escalated to successive management levels as needed.
- 12.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 12.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within ten (10) County Work Days (defined as weekdays [i.e. Monday, Tuesday, Wednesday, Thursday and Friday] not designated as holidays by the County) of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Business Unit	Director of Purchasing and

	President	Contracts
20	Contractor's President	Deputy County Manager

12.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

12.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 12, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

**13 COUNTY DATA**

13.1 Contractor agrees and understands that all files and other information and data created in connection with the administration of this Agreement constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.

13.2 Upon any termination or expiration of this Agreement, Contractor, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.

13.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.

**14 LOCAL GOVERNMENT REQUIREMENTS**

14.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following

requirements as contractual obligations pursuant to the Agreement:

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.**

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of Contractor or keep and maintain public records required by the County to perform the service. If Contractor transfers all public records to the County upon completion or termination of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion or termination of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not

possess the records requested, the County shall immediately notify Contractor of such request, and Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 14.2 **No Code Violation or Past Due Debt.** Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.
- 14.3 **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or ordinance.
- 14.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall indemnify, defend, and hold harmless the County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.
- 14.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement or

in the provision of goods or Services pursuant to this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

- 14.6 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place, as amended from time to time, during the term of this Agreement.
- 14.7 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly 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.
- 14.8 **Equal Opportunity; Disadvantaged Business Enterprises.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, disability, or family status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14.9 **Scrutinized Companies-FL Statute sections 287.135 and 215.473.**

Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Agreement amount equals or exceeds one million dollars, Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

Contractor understands and agrees that the County may immediately terminate this Agreement upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have certified falsely or if any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

15 **COMPLIANCE WITH FEMA 2 CFR 200.318-326 AND APPENDIX II CONTRACT PROVISIONS**

15.1 **Compliance with the Contract Work Hours and Safety Standards Act.**

15.1.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchwork week.

15.1.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth above this section 15.1.1 the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the above clause set forth in section 15.1.1 in the sum of \$27 for each calendar day on which such individual was required or permitted to



work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 15.1.1 of this section.

15.1.3 **Withholding for unpaid wages and liquidated damages.** The County or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 15.1.3 of this section.

15.1.4 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 15.1.1 through 15.1.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 5.1.1 through 15.1.4 of this section.

15.2 **Clean Air Act and the Federal Water Pollution Control Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

15.2.1 The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

15.2.2 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

15.3 **Suspension and Debarment (See Exhibit D)**

15.3.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

15.3.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- 15.3.3 This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 15.4 **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency (See Exhibit D).
- 15.5 **Access to Records:**
- 15.5.1 The Contractor agrees to provide the State of Florida, County of Volusia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 15.5.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 15.5.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 15.5.4 In compliance with the Disaster Recovery Act of 2018, the County of Volusia and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 15.6 **DHS SEAL, LOGO, AND FLAGS:** The Contractor shall not use the Department of Homeland Security (DHS) "DHS" seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 15.7 **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 15.8 **No Obligation by Federal Government:** The Federal Government is not a party

to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- 15.9 **Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## 16 MISCELLANEOUS PROVISIONS

- 16.1 **Independent Contractor.** Contractor shall provide the services required herein strictly in an independent contractor relationship with the County and, except as otherwise expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between Contractor and the County. The County shall not provide vehicles or equipment to Contractor to perform the duties required under this Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services of this Agreement. Contractor is not exclusively bound to the County and may provide Services to other private and public entities, but agrees and covenants that any such service provided by Contractor or for such entities will not conflict or otherwise interfere with Contractor's provision of Services to the County under this Agreement.

- 16.2 **Other Agencies.** Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.

It is understood that at no time will any city or 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 Contractor.

- 16.3 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.

- 16.4 **Waiver of Claims.** Once the Agreement expires, or final payment has been made, Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider Contractor to have waived any right to claims against the County concerning the Agreement.

- 16.5 **Safety.** Contractor shall take the necessary precautions and bear the sole

responsibility for the safety of the methods employed in performing the work. Contractor 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. Contractor 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 Contractor, Subcontractor, or supplier's failure to comply with the regulations.

- 16.6 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. When sent in accordance with the foregoing, notice shall be deemed delivered the sooner of (i) when received by the addressee or (ii) five (5) days after being deposited in the mail or with the parcel service. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the parties designate the following:

<b>In the case of County:</b>	<b>with a copies of legal notices to:</b>
<b>County of Volusia</b> Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	<b>County of Volusia</b> Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
<b>In the case of Contractor:</b>	<b>with a copy of legal notices to:</b>
<b>Thompson Consulting Services</b> Attn: Jon Hoyle Address: 1135 Townpark Ave, Suite 2101 Lake Mary, FL 32746 Phone: 407 792-0018	<b>Thompson Consulting Services</b> Attn: Jon Hoyle Address: 1135 Townpark Ave, Suite 2101 Lake Mary, FL 32746 Phone: 407 792-0018

- 16.7 **Assignment.** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining the County's prior written consent, which consent the County may withhold, limit and/or condition in the County's sole discretion, including, but not limited to, requiring Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this article 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 provide the County with a written request for County's consent no less than thirty (30) days prior to the assignment's proposed effective date. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle Contractor to the County's acceptance or approval of its request for assignment.

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 a written and duly executed amendment to the Agreement.

- 16.8 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.
- 16.9 **Audit Right and Retention of Records.** The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Agreement. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Agreement, require its subcontractors to agree; (i) to the requirements and obligations of this Article 16.9 – Audit Right and Retention of Records (ii) to be subject to applicable privacy and confidentiality laws and regulations and (iii) Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in Maitland, FL. Nothing in this Article 16.9 – Audit Right and Retention of Records shall require Contractor to violate any laws applicable to Contractor as a provider of Disaster Management Services.
- 16.10 **Location of County Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.
- 16.11 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services, and County must grant approval before any such initial personnel or change or substitution can become effective. County agrees not to unreasonably withhold any such approval.

Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within thirty (30) County work Days after such injury or illness, or from the date of departure from employment or of death. Contractor shall obtain prior written approval of the County Project Manager to replace key personnel, such approval not to be unreasonably withheld. Contractor shall provide the County Project Manager with such information as necessary for County to evaluate the new key personnel. In the event the County Project Manager has reasonable objections to any replacement of key personnel, County shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Contractor to replace any key personnel under this Agreement, Contractor shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Contractor agrees, where reasonably possible, to provide County with at least thirty (30) days' notice of changes to Contractor's Project team participants. Contractor agrees to provide County with resumes of new Project team participants and County may choose to interview new Project team members.

16.12 **References to County or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name or logo on Contractor's website or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

16.13 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

16.13.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a)

the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

16.13.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

16.13.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

16.14 **Bankruptcy Rights of County.** All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Contractor to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Contractor under the Code, County shall be entitled to retain all of its rights under this Agreement.

16.15 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16.16 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Contractor elects to terminate this Agreement.

16.17 **Entire Agreement.** This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.

16.18 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7<sup>th</sup> Judicial Circuit in and for the County of Volusia, Florida, or, if in federal court, be exclusively in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and

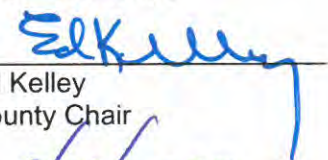
the County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

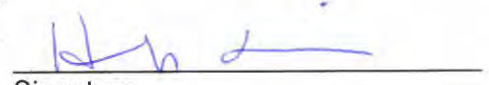
16.19 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

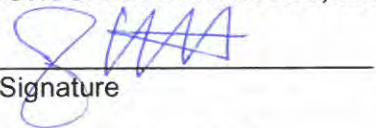
**17 SIGNATURES**

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for Disaster Management Services on the date last written below.

Attest:   
\_\_\_\_\_  
George Recktenwald  
County Manager  
Date: 6/19/2020

**COUNTY OF VOLUSIA**  
BY:   
\_\_\_\_\_  
Ed Kelley  
County Chair  
Date: 6/16/2020

Attest:   
\_\_\_\_\_  
Signature  
Hannah Fleming, Marketing Assistant  
Name and Title  
Date: 5/29/2020

**THOMPSON CONSULTING SERVICES, LLC**  
BY:   
\_\_\_\_\_  
Signature  
Jon Hoyle, President  
Date: 5/29/2020

CC Date: June 16, 2020



## EXHIBIT A- DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES

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### 2.0 SCOPE OF SERVICES

All documentation and record keeping shall comply with current Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA) and all other applicable Federal, State and local regulations, guidelines and operating policies.

#### 2.1 Project Management and Administration

- A. The Consultant shall appoint a qualified Project Manager for overall coordination and communication with the County. The Project Manager shall remain on the job and be available to the County at all times during the operational phases of the debris collection and disposal project.
- B. The Consultant shall supply a temporary field office for the monitoring staff. The field office shall include all necessary communication and office equipment, and supplies to effectively implement assigned duties.
- C. Project management and administrative responsibilities include but are not limited to:
  - 1. Coordinate daily briefings with key operational staff, County staff and debris removal contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal contractor(s) and the debris removal operation.
  - 2. Provide a daily report of the current day debris contractor crew assignments, working locations and number of trucks assigned; from the previous day and for the project to date, the total number of loads, cubic yards collected by Temporary Debris Storage and Recovery Sites (TDSRS) and debris type as defined by the Project Manager, average cubic yards per load, average load call percentage, and other key operational statistics to the County's Project Manager or designee.
  - 3. An interactive web map shall be provided for in-house county staff with all information available in the working database. Data accessible in the web map shall include, but not be limited to, the "live" location of each debris monitor, all debris collection points, and the road collection status (i.e. 1<sup>st</sup> pass complete, 2<sup>nd</sup> pass complete). The County may optionally request a second web map for the public to communicate information and data

approved by the County for public communication. Consultant shall provide the County, upon request, data contained in the web map in an ESRI geodatabase format. County access to the web map ESRI REST service(s) is preferred.

4. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
5. Hire, train, deploy and supervise all field collection monitors and staff.
6. Conduct debris surveys and perform debris estimation by debris types. In addition to the use of traditional field surveys and debris estimation models, the Contractor shall have the ability to use aerial photography, collected from an unmanned aerial vehicle (UAV), traditional fixed wing aircraft or a helicopter, to confirm debris estimates or to generate automated/semi-automated debris estimates.
7. Maintain accurate records of all debris collection vehicles as specified in Section 2.6 Debris Vehicle Certification and conduct regular monitoring for vehicle modifications.
8. Track and coordinate responses to problems identified in the field and citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Consultant shall maintain a detailed database of all problems and customer complaints and the corresponding resolutions.
9. Ensure that debris reduction and disposal sites have access control and security. Conduct end of the day duties and verify that all vehicles have left the disposal site at the specified time established by the County.
10. Ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
11. Schedule work for all team members and contractors on a daily basis.
12. Conduct safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
13. Monitor the debris removal contractor for compliance with the requirements of their contract and all County, Federal, State and local regulations, guidelines and operating policies.

14. Provide training to County staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), county, state and federal agencies.
15. Develop forms, databases, etc. for tracking field activities, submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with County software and approved by the County's Project Manager or designee. The County utilizes Microsoft products (Excel, Access and SQL Server).
16. Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
17. Set up schedules for monitors each day and determine cleanup crew assignments. Survey and maintain a list of areas with special needs, including, but not limited to, hazardous stumps, trees, hangers/leaners, debris types, low hanging power lines, confined access and other potential problems.
18. Prepare daily and periodic tracking reports to support debris removal, Temporary Debris Storage and Recovery Site (TDSRS) Operations and final debris disposal and audit purposes. This includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection and contractor invoices.
19. Compile records and assist the County with the preparation of required forms for reimbursement.

## **2.2 Collection Monitoring**

- A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by field collection monitors to ensure debris eligibility. The Consultant shall provide fully trained field collection monitors to assure proper and compliant documentation protocols are instituted and followed.
- B. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the County. This team shall monitor the debris contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include GPS enabled cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

- C. When a field collection monitor signs or creates a load ticket, he or she is certifying that **ALL** the information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the County.
- D. Collection monitoring quality control tasks include but are not limited to:
1. Verification that all debris picked up is a direct result of the disaster.
  2. Accurately recording the addresses, streets and locations where debris was collected meeting or exceeding what is required by FEMA and FHWA for reimbursement;
  3. Verification that the debris collection contractor(s) are working in their assigned collection areas and roads;
  4. Immediately stop work in progress that is not being performed or documented in the approved manner. Such work shall be documented, noted for nonpayment, and brought to the attention of the County's Project Manager;
  5. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas;
  6. Ensure compliance with County contracts and federal, state and local requirements by all subcontractors;
  7. Maintain and catalog/index all photo documentation of recovery work on a daily basis. Digital photographs shall be of a size between 2 to 4 megapixels and shall include GPS coordinates;
  8. Identification of eligible stumps, hangers and leaners. Coordinate with the County and federal/state representatives for eligibility determination and ensure documentation (forms, photos, etc) is completed for reimbursement purposes;
  9. Ensure that contractor(s) are working in compliance with all federal, state and local safety regulations appropriate for the task being performed.
  10. Ineligible debris not removed by the debris removal contractor shall be tagged, stating the reason it is ineligible with a contact name, organization and phone number as defined by the County Project Manager at the time of the event.

11. Eligible vegetative debris that cannot be removed due to unsafe placement (i.e. under low hanging power lines, location with confined access) is to be tagged, stating the reason the debris was not collected with a contact name, organization and phone number as defined by the County Project Manager at the time of the event.
12. Coordinate with the County to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. Consultant shall maintain a detailed database of customer complaints and resolutions.
13. An electronic ticketing system shall be used. The system shall be in compliance with US Army Corps of Engineers (USACE) automated debris management systems (ADMS) specifications.

### **2.3 Load Ticket Process Development**

- A. The Consultant shall establish an organized process that ensures complete and accurate data is being recorded on an approved debris load ticket. Load tickets shall consist of a digital database system with the ability to print tickets. The Consultant shall retain the original completed tickets on behalf of the County and provide copies to the debris removal contractors, vehicle drivers, etc. as appropriate. Tickets shall be scanned in the event of a digital database failure. Digital and scanned tickets and supporting photographs shall be indexed by ticket number, street name and city, and be easily sortable, retrievable and printable. All hardcopy and electronic versions of the tickets shall be turned over to the County upon completion of the project. Digital data shall be provided to the County in a SQL Server database. Different database formats will only be considered if it is in the best interest of the County and must be approved by the County's Project Manager or designee.
- B. Load tickets shall include the following minimum information:
  1. Date
  2. Time
  3. Complete street address of closest property
  4. Nearest cross street(s)
  5. Vehicle tag number
  6. Type of debris
  7. Vehicle certification number
  8. Percent of volume (PV)
  9. Driver name (printed) and signature
  10. Field monitor's name (printed) and signature
  11. Name of sub-contractor
  12. Tower monitor's name (printed) and signature

## 2.4 Disposal Site Monitoring

- A. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the disposal site monitors. The Consultant shall ensure that disposal site and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
- B. The Consultant shall provide disposal site monitors and spotters to observe debris unloading operations at the County's designated disposal site(s). A minimum of two disposal site monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA/FHWA data (such as vehicle volume, type of waste, etc.). The Consultant shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a full tailgate. Additionally, the disposal site monitor shall calibrate their debris vehicle load determinations daily with the FEMA/FHWA monitors. Disposal site monitors are expected to provide volume determination consistent with FEMA and FHWA regulations
- C. When a field collection monitor signs a load ticket, he or she is certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the County.
- D. The Consultant's Project Manager shall conduct field quality inspections to check and verify information on debris removal and at Temporary Debris Staging and Reduction Sites (TDSRS) located throughout the County.
- E. Disposal site monitoring tasks include but shall not be limited to:
  - 1. Keeping accurate records of debris vehicles, cubic yard volume determinations, type of debris, time in and out, number of loads per day and other data as requested by County.
  - 2. Coordinate with all federal, state and local agencies as needed for TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.
  - 3. Provide preliminary assessment and documentation of TDSRS and assist in the return of the site to original conditions.

4. Provide personnel to supervise the operation of TDSRS including monitoring incoming loads of debris, processing of debris, and outgoing loads of processed debris.
5. Monitor and record the cubic yard capacity of each debris removal vehicle added into service; this shall be the physical internal measurement of the storage bed or trailer with deductions for unusable areas. Record data as specified in Section 2.6 Debris Vehicle Certification.
6. Conduct end of day activities, such as verifying completion of debris crew assignments, completion of all record keeping, that vehicles have left the disposal site and the locking down of the facilities.

## **2.5 Citizen Drop Off Site Monitoring and Operation**

- A. The Consultant shall provide staff to operate Citizen Drop Off Sites that include but shall not be limited to:
  1. Document name and address of the citizen site user, validated with a driver license or other document approved by the County Project Manager, and the type of debris brought to the site.
  2. Photograph debris, as directed by the County, to verify the source and type of debris.
  3. Assist with communicating to residents proper handling and disposal practices and with distributing information flyers at the County's request.
  4. Monitor the debris removal contractor collecting debris from the citizen drop off site to be taken to the Temporary Debris Storage and Recovery Site (TDSRS).
  5. Traffic control as conditions require or as directed by the County Project Manager.
  6. Provide site security

## **2.6 Debris Vehicle Certification**

- A. All debris hauling vehicles shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the County and provided to the County upon project completion. One copy shall be provided to both the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at least once every two weeks to ensure no vehicle modifications have been made and to confirm data accuracy.

- B. The Consultant shall measure the usable space of each debris collection vehicle for volume and certify that capacity. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show the following at a minimum:
1. Vehicle make, model
  2. Length
  3. Width
  4. Depth
  5. Gross volume in cubic yards
  6. Reduction areas such as wheel wells to reduce volume areas in cubic yards
  7. Net volume in cubic yards
  8. Tag number of vehicle
  9. Company vehicle number
  10. Driver of vehicle name (printed) and signature
  11. Photograph of the driver of the vehicle
  12. Disposal site monitor name (printed) and signature certifying vehicle
  13. Date
  14. Vehicle certification number
  15. Vehicle identification number
- C. When a debris site monitor signs a vehicle certification, he or she is certifying that **ALL** information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the County.

## 2.7 Public Information Assistance

- A. The Consultant shall provide regular status updates to the County's Project Manager for public information use. This may be done on websites, with emails, or other methods approved by the County Project Manager or designee.
- B. The Consultant, at the request of the County, shall provide appropriate staff and a toll free telephone service to assist with public telephone inquiries and complaints regarding debris removal operations. Customer calls shall be documented and a status maintained to track complaint resolution. Damage complaints resulting from debris removal shall be tracked and reported by debris contractor(s) and forwarded to the project management team to be resolved with the debris contractor. A database of such complaints and their resolution shall be provided to the County's Project Manager as defined in 2.2 D 12.



- C. The Consultant shall provide the County's Project Manager and the debris contractor(s) with daily updates on the quantities and type of debris collected. Each daily report shall contain the following and any other key operational statistics as defined by the County Project Manager:
1. Contractor name
  2. Contract number
  3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00 A.M. the following business day or as requested by the County.

## 2.8 Database Reporting

- A. The Consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the ticket and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA and FHWA), state and local reimbursements and subsequent audits.
- B. A SQL Server Database shall be created by the Consultant and backed up at regular intervals approved by the County. This database shall include all information on debris removal and disposal including but not limited to:
1. Complete load ticket information,
  2. Vehicle certification information,
  3. Stump removal information,
  4. Hanger removal data,
  5. Leaner removal information.

Different database formats will only be considered if it is in the best interest of the County and must be approved by the County's Project Manager or designee.

All electronic reporting from the database shall be done in either the Adobe pdf format or Microsoft Excel. The database created by the Consultant shall be given to the County with user documentation at the conclusion of the event. The Consultant shall ensure the County can navigate, perform searches and produce reports from the final database in the same format provided for reimbursement.

## **2.9 Payment Monitoring and Reconciliation Process**

The Consultant shall review, validate and reconcile debris removal contractor(s) invoices prior to submission to the County for processing. The Consultant shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the County, debris contractor(s) and FEMA/FHWA representatives. All invoices from the debris contractor(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the County and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the Consultant shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are one hundred (100%) percent accurate and complete will be forwarded to the County's Project Manager for payment.

## **2.10 Reporting to the County's Project Manager**

The Consultant shall contact the County's Project Manager no later than twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the County when there is no advance notification/warning. The Consultant shall report to the County Project Manager or designee within eight (8) hours of being given a Notice to Proceed.

## **2.11 Staffing Plan**

The Consultant shall include in the response to this RFP a management plan that will outline how the Consultant proposes to handle the specified services, staffing (administrative and field), and equipment necessary to meet the County's requirements as identified in this RFP. The Consultant shall submit a list of key personnel to be used in the resulting Contract, which shall include names and resumes. The supervising staff shall speak English and be able to effectively communicate with the drivers. The Consultant may use other positions as necessary. All such positions and their purpose or role in the monitoring operations shall be identified.

## **2.12 Other Related Services**

### **A. Event Closure**

The Consultant shall assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA (Federal Highway Administration) and other applicable agencies for disaster recovery efforts by County staff and designated debris removal contractors. The Consultant shall assist in reviewing and processing requests for payment by the debris removal contractor(s).

**B. Federal Funding**

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy shall be the responsibility of the Consultant:

1. Debris related invoices,
2. Monitoring information,
3. Reports,
4. Load tickets,
5. Consultant payroll,
6. Equipment hours
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes.

**C. Compliance**

The Consultant shall provide professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Forest Service (FFS), FEMA reporting requirements, and any other federal, state, or local regulation. The Consultant shall stay current with FEMA and FHWA policies and procedures and notify the County's Project Manager immediately as changes occur.

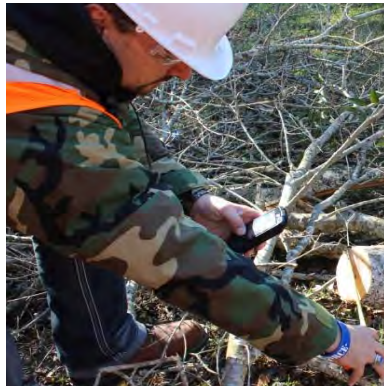
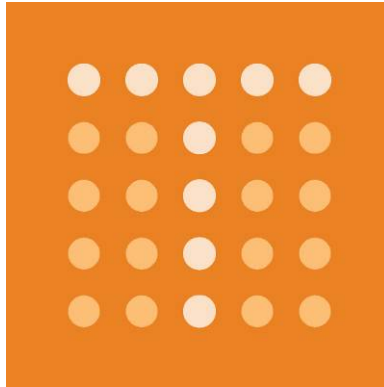
**D. Meetings with County Personnel**

The Consultant shall meet with County representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the Consultant shall meet with the County's Project Manager or designee at least once a year at no cost to the County. This meeting shall occur prior to the hurricane season.

**E. Additional Services**

The Consultant shall have the ability, at the request of the County, to implement a tracking mechanism to document each debris removal contractor truck's route to collect and transport debris to a Temporary Debris Storage and Recovery Site (TDSRS).

*Electronic Submittal*



*Volusia County, Florida*

Request for Proposal No.20-P-34PW

**DISASTER MANAGEMENT SERVICES**

Due Date/Time: April 23, 2020 | 3:00 P.M.

**thompson**  
CONSULTING SERVICES

# SECTION 6

## STAFFING PLAN

### Capacity to Perform Services

#### Personnel

Thompson's staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over 350 multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs. Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

#### *Personnel by Discipline*

Grant/Financial Consultants	10	Environmental Engineers	9
Debris Project Managers	25	Geologists	10
Debris Supervisors	50	Scientists/Environmental	20
On-call Debris Monitors	1000	Credentialed Inspectors	57
Construction Managers	26	Investigative / Roof Consultants	13
Architects	3	Professional Land Surveyors	9
Civil Engineers	30	LEED Accredited Professionals	5
Marine Engineers	4	Construction Engineering Inspectors	50
Structural Engineers	7	Construction Materials Techs	19
Geotechnical Engineers	14	C.P. - Stormwater Quality (CPSWQ)	1
Transportation Engineers	5	C.P. - Erosion & Sediment Control	5
Hydraulic Engineers	3	Safety Professionals	4

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry.

Thompson provides the County with access to a unique combination of experience, services, resources and personnel through our family of companies. With 24 corporate and branch offices scattered throughout the southeast and a network of more than **150** on-call debris removal monitoring managers and supervisors and more than **1,000** inspectors, Thompson has the personnel and experience to support the County's disaster debris monitoring needs. ***Also, Thompson's corporate office in Lake Mary, Florida is located less than one (1) hour from the County, and will be the primary office servicing the County.***

#### Equipment

Thompson also maintains the necessary resources, field equipment, and access to capital to operate with complete self-sufficiency if activated by the County. Thompson has successfully provided disaster recovery services to our clients over the years. On past projects we have not had any issues with

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CONSULTING SERVICES

Exhibit A-1 Supplemental Scope of Work

supplying sufficient amounts of equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within 24-hours. The following items are supplied to field personnel prior to mobilization:

- **Safety Equipment:** Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel toed boots at their own expense. Field supervisors are provided medical kits.
- **Communication Device:** Cell phones, and/or radios are provided to our field personnel based upon the project needs.
- **Laptops and Portable Printers / Scanners / Copiers:** These items are provided to Thompson management personnel for use in vehicles or mobile command centers as needed.
- **Additional Field / Office Supplies:** All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

In addition, Thompson's command center is a Category 5 hurricane rated building. The structure is self-contained utilizing a Generac 100kW generator that is powered by natural gas. Thompson servers automatically revert to this power backup system seamlessly with no loss of power when an outage occurs. This enables our employees to continue to work and respond quickly to our clients in a disaster event. A listing of our office and field equipment is shown in the following table.

Table 6-1: Available Resources and Field Equipment

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Southeast Offices	24	Full Time Employees	350
ADMS Sets	1,300	Stand-by Disaster Recovery Employees	1,650
Computer – Desktop Station	125	Printers / Copier – Color Laser	50
Computer – Laptop	200	Printers – Black and White Laser	20
Air Card	18	Printer / Copier / Scanner / Fax– Portable	5
MiFi Access Point	45	Digital Cameras	100
Communication – Cell Phones	213	Handheld GPS Units	100
Communication – Radios	83	Boats (12' to 22')	6
Communication – Desktop Phones	350	Trucks	125
Printers – Wide Format Plotters	12	Trailers (8' to 48' – open and enclosed)	15

### Automated Debris Management System

Thompson maintains over 1,300 TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. Thompson's TDMS*mobile* devices has been deployed successfully over the last seven (7) years, and from day one of debris removal operations Thompson will be able to provide the County with paperless ticketing. Additional information on Thompson's ADMS is provided in Section 8.

### Proposed Project Organization, Management and Qualifications

Thompson is committed to staffing the County's disaster debris monitoring project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events.

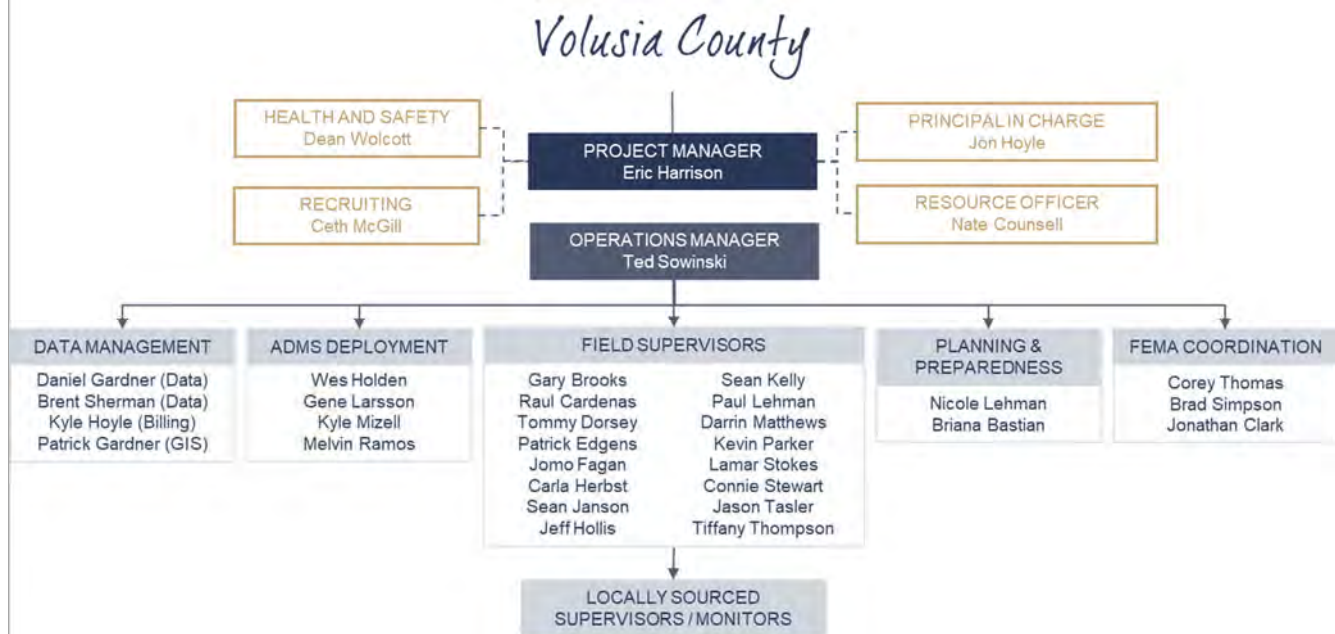
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Exhibit A-1 Supplemental Scope of Work

Because the County’s needs and Thompson’s staff obligations may change over time, Thompson will routinely update the County on the status and availability of the key personnel proposed. The organizational chart below graphically presents Thompson’s proposed project staffing and key personnel.

Figure 6-1: Organizational Chart



Key Personnel Overview

**JON HOYLE** will serve as the Principal-in-Charge for the County and provide support as needed to ensure project operations are in accordance with the County’s expectations. Mr. Hoyle has over fourteen years of experience including ten years providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 75 projects under contracts that total over \$1.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

**ERIC HARRISON** will serve as a Project Manager for the County and ensure project operations are implemented in accordance with the contract and task order(s) issued by the County. Mr. Harrison has over thirteen years of experience providing debris monitoring program management support and oversight for disaster response and recovery efforts throughout the United States.

**TED SOWINSKI** Mr. Sowinski will serve as the on-site Operations Manager for the County to oversee day-to-day operations of the project as well as work closely with the County’s debris hauler to coordinate crew requirements and scheduling. Mr. Sowinski has twelve years of experience managing debris monitoring and data management operations throughout the Southeast. Recently, Mr. Sowinski served as the Operations Manager on behalf of Carteret County, North Carolina following Hurricane Florence.

**DANNY GARDNER** Mr. Gardner will serve as the Data Manager for the County. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded



CONSULTING SERVICES

grant programs on projects totaling approximately \$250 million. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

**NICOLE LEHMAN** will serve as the Planning and Preparedness lead for the County. Ms. Lehman has eleven years of disaster response and recovery experience. She is well versed in the programs, agencies, procedures and regulations involved in successfully running disaster debris management operations. Recently, Ms. Lehman served as the Project Manager for the City of Fort Lauderdale debris mission following Hurricane Irma. In addition, Ms. Lehman provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

**COREY THOMAS** will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the County as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Since 2009, Mr. Thomas has worked with state and local agencies throughout the United States to recover millions of dollars of disaster expenditures. Mr. Thomas managed the FEMA PA reimbursement for multiple applicants in New York and New Jersey following Hurricane Sandy. He supported the South Carolina Department of Transportation recovery of over \$195,000,000 in FEMA funding following two disaster incidents, and recently assisted applicants in Florida and Georgia following Hurricanes Matthew, Irma and Michael.

**PATRICK GARDNER** Mr. Gardner will provide GIS and mapping support to the County. Mr. Gardner is also a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft (drone) and will be able to assist the County in conducting damage assessments as well as visual progress inspections with aerial photography captured through drone footage.

**WES HOLDEN** Mr. Holden has fourteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

The following table summarizes the background and experience of our key personnel managing and monitoring more than 1,000,000 cubic yards on behalf of local and state governments. *Resumes have also been included in Exhibit 6-1 following this section.*

Table 6-2: Summary of Project Team Experience

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
<b>Jon M. Hoyle, Principal in Charge</b>		
MBA – Finance/Management 14 Years of experience	<ul style="list-style-type: none"> <li>– Lee County, FL – 2,000,000 CY</li> <li>– Georgia DOT – 180,000 CY</li> <li>– South Carolina DOT – 3,000,000 CY</li> <li>– Aiken County, SC – 1,500,000 CY</li> <li>– Harris County, TX – 2,500,000 CY</li> <li>– Chambers County, TX – 500,000 CY</li> <li>– Norman, OK – 750,000 CY</li> <li>– Springfield, MO – 1,448,539 CY</li> </ul>	<ul style="list-style-type: none"> <li>– ADMS Implementation</li> <li>– ROW Debris Removal</li> <li>– Leaners, Hangers, and Stumps</li> <li>– DMS Operations</li> <li>– Vessel/Vehicle Recovery</li> <li>– Waterways Debris Removal</li> <li>– Beach Restoration</li> <li>– Private Property Debris Removal</li> <li>– Demolition Management</li> <li>– Recycling (DMS site separation)</li> </ul>
<b>Eric Harrison, Project Manager</b>		
MS – Electronics Engineering 13 Years of experience	<ul style="list-style-type: none"> <li>– Aransas Co, TX – 2,000,000 CY</li> <li>– St. Augustine, FL – 83,000 CY</li> <li>– Baton Rouge, LA – 1,800,000 CY</li> <li>– Daytona Beach, FL – 330,000 CY</li> </ul>	<ul style="list-style-type: none"> <li>– ADMS Implementation</li> <li>– ROW Debris Removal</li> <li>– Leaners, Hangers, and Stumps</li> <li>– DMS Operations</li> </ul>



CONSULTING SERVICES



Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
	<ul style="list-style-type: none"> <li>- South Carolina DOT – 3,000,000 CY</li> <li>- Virginia DOT – 500,000 CY</li> <li>- New Orleans, LA – 1,000,000 CY</li> <li>- Pembroke Pines, FL – 800,000 CY</li> <li>- Tonawanda, NY – 200,000 CY</li> <li>- Greene County, MO – 545,000 CY</li> </ul>	<ul style="list-style-type: none"> <li>- Vessel/Vehicle Recovery</li> <li>- Waterways Debris Removal</li> <li>- Beach Restoration</li> <li>- Private Property Debris Removal</li> <li>- Demolition Management</li> <li>- Recycling (DMS site separation)</li> <li>- White Goods (household appliances)</li> </ul>
<b>Ted Sowinski, Operations Manager</b>		
12 Years of experience	<ul style="list-style-type: none"> <li>- Carteret County, NC – 1,400,000 CY</li> <li>- Puerto Rico DOT – 400,000 CY</li> <li>- Bonita Springs – 536,487 CY</li> <li>- Newton County, TX - 37,500 CY</li> </ul>	<ul style="list-style-type: none"> <li>- ADMS Implementation</li> <li>- ROW Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- DMS Operations</li> <li>- Vessel/Vehicle Recovery</li> <li>- Private Property Debris Removal</li> <li>- Demolition Management</li> <li>- Recycling (DMS site separation)</li> </ul>
<b>Danny Gardner, Data Manager</b>		
MBA – Finance/Management 10 Years of experience	<ul style="list-style-type: none"> <li>- Chatham Co, GA – 1,400,000 CY</li> <li>- Baton Rouge, LA – 1,800,000 CY</li> <li>- South Carolina DOT – 3,000,000 CY</li> <li>- Aiken County, SC – 1,500,000 CY</li> <li>- Alabama Tornadoes – \$25,000,000</li> <li>- Hurricane Ike – \$445,000,000</li> <li>- Hurricane Gustav – \$19,374,540</li> </ul>	<ul style="list-style-type: none"> <li>- ADMS Implementation</li> <li>- Demolitions/ROE Program Design</li> <li>- Debris Project Formulation</li> <li>- Debris Data Management</li> <li>- Debris Document Management</li> <li>- Debris Removal Invoice Management</li> <li>- Debris Closeout Audit Support</li> </ul>
<b>Nicole Lehman, Planning and Preparedness</b>		
BA – Psychology & Spanish 11 Years of experience	<ul style="list-style-type: none"> <li>- City of Ft. Lauderdale – 460,000 CY</li> <li>- St. Augustine, FL – 83,000 CY</li> <li>- Chatham Co, GA – 1,400,000 CY</li> <li>- Daytona Beach, FL - 330,000 CY</li> <li>- Georgetown County, SC – 100,000 CY</li> <li>- Virginia DOT – 500,000 CY</li> <li>- Galveston County, TX – 1,700,000 CY</li> <li>- City of Galveston, TX 1,700,000 CY</li> <li>- New Orleans, LA - 1,000,000 CY</li> <li>- Norman, OK – 750,000 CY</li> </ul>	<ul style="list-style-type: none"> <li>- ADMS Implementation</li> <li>- ROW Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- DMS Operations</li> <li>- Vessel/Vehicle Recovery</li> <li>- Waterways Debris Removal</li> <li>- Beach Restoration</li> <li>- Private Property Debris Removal</li> <li>- Demolition Management</li> <li>- Recycling (DMS site separation)</li> <li>- White Goods (household appliances)</li> </ul>
<b>Corey Thomas, FEMA Coordination</b>		
MBA – Finance/Management 10 Years of experience	<ul style="list-style-type: none"> <li>- Baton Rouge, LA – 1,800,000 CY</li> <li>- Georgia DOT – 180,000 CY</li> <li>- South Carolina DOT – \$195,000,000</li> <li>- Alabama Tornadoes – \$25,000,000</li> <li>- Iowa Flooding – \$1,640,325</li> <li>- South Dakota Winter Storms – \$60,000,000</li> <li>- Hurricane Alex – \$3,500,000</li> <li>- Hurricane Ike – \$445,000,000</li> </ul>	<ul style="list-style-type: none"> <li>- ADMS Implementation</li> <li>- ROW Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Private Property Debris Removal</li> <li>- Demolitions/ROE Program Design</li> <li>- Debris Project Formulation</li> <li>- Debris Removal Invoice Management</li> <li>- Debris Closeout Audit Support</li> <li>- Debris Appeals Assistance</li> </ul>
<b>Wes Holden, ADMS Deployment</b>		
BS – Mgmt. Info. Systems 14 Years of experience	<ul style="list-style-type: none"> <li>- Chatham Co, GA – 1,400,000 CY</li> <li>- Baton Rouge, LA – 1,800,000 CY</li> <li>- South Carolina DOT – 3,000,000 CY</li> <li>- Houston, TX – 4,500,000 CY</li> <li>- New Orleans, LA – 1,000,000 CY</li> <li>- Harris County, TX – 2,500,000 CY</li> <li>- Baytown, TX – 1,000,000 CY</li> <li>- Charlotte County, FL – 1,870,669 CY</li> </ul>	<ul style="list-style-type: none"> <li>- ADMS Implementation</li> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Debris Data Management</li> <li>- Debris Document Management</li> <li>- Waterways Debris Removal</li> <li>- Hazardous Materials</li> <li>- Household Hazardous Waste</li> </ul>

## Professional Licenses and Certifications / Training Courses

Thompson believes it is critical to educate our staff and provide them with the credentials that are recognized by the federal, state and local emergency management community. Many of our staff members are credentialed with some combination of the certifications provided in the table below. In addition, many of our project management consultants hold various Occupational Safety and Health Administration (OSHA) certifications for safety and other project related activities.

Table 6-3: Staff Credentials & Training

Agency/Course	Certification Title
FEMA IS 1	Emergency Program Manager, an Orientation to the Position
FEMA IS 30	Mitigation eGrants System for the Subgrant Applicant
FEMA IS 31	Mitigation eGrants System for the Grant Applicant
FEMA IS 100a	Introduction to the Incident Command System
FEMA IS 120a	An Introduction to Exercises
FEMA IS 200b	ICS for Single Resources and Initial Action Incident
FEMA IS 208	State Disaster Management
FEMA IS 208a	State Disaster Management
FEMA IS 230	Principles of Emergency Management
FEMA IS 230a	Fundamentals of Emergency Management
FEMA IS 241	Decision Making and Problem Solving
FEMA IS 242	Effective Communication
FEMA IS 253	Coordinating Environmental and Historic Preservation Compliance
FEMA IS 279	Engineering Principles and Practices for Retrofitting Flood Prone Residential Structures
FEMA IS 292	Disaster Basics
FEMA IS 386	Introduction to Residential Coastal Construction
FEMA IS 393a	Introduction to Hazard Mitigation
FEMA IS 430	Introduction to Individual Assistance
FEMA IS 546	Continuity of Operations (COOP) Awareness
FEMA IS 547	Introduction to Continuity of Operations
FEMA IS 548	Continuity of Operations Manager
FEMA IS 630	Introduction to Public Assistance
FEMA IS 631	Public Assistance Operations
FEMA IS 632	Introduction to Debris Operations in FEMA's PA Program
FEMA IS 634	Introduction to FEMA's Public Assistance Program
FEMA IS 700	National Incident Management System (NIMS) an Introduction
FEMA IS 901	Section 508 Awareness

This coursework and continuing education allows our employees to remain current with ever-changing policy while earning certifications that will provide them with credibility within the federal, state and local emergency management community.

## Debris Removal Monitor Labor Force Sourcing

Thompson's proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the County's needs. We maintain a staff of full time and on-call disaster debris monitoring experts, consultants and supervisors that will be available to support the implementation and management of debris removal monitoring operations. In addition, Thompson maintains

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professional human resources and recruiting staff that have extensive experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson's intent to fill all temporary debris monitoring positions with the County's qualified residents in need of work. Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced debris monitoring supervisors. Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the County's recovery efforts with a meaningful impact and earn a competitive hourly wage.

### Subcontractors

Thompson maintains the resources and experience to fulfill the scope of work requested by the County without the need to employ an additional subcontractor(s). However, should the scope of work expand to include a need to engage additional resources, Thompson will work with the County to identify an appropriate subcontractor. Thompson maintains relationships with many potential subcontractors and does not anticipate any difficulties securing subcontractor resources if necessary.

# EXHIBIT 6-1

## KEY PERSONNEL RESUMES

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Exhibit A-1 Supplemental Scope of Work

# Jon M. Hoyle

## President

### FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

### EDUCATION

BA: International Relations  
MBA: Management and Finance

### EXPERIENCE

14 years

### PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

## Experience and Qualifications

Mr. Hoyle has fourteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 65 projects under contracts that total over \$1 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel.

## Project Experience

### **Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 –**

Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 –** Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted

debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

### **Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 –**

Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

### **South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 –**

Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35,000,000 and including hazard mitigation measures.

### **Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 –**

Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

### **South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 –**

Winter Storm Pax impacted the State of South Carolina generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic



yards of debris and the removal of 400,000 hazardous limbs and trees.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011** – In the wake of Hurricane Irene the VDOT called upon its pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

**Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011** – Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The camp grounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals \$1.5-million.

**Calhoun County, Alabama, Tornado Recovery Operations, 2011** – During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson Consulting Services (Thompson) was selected by Calhoun County (County) to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the

field management team's efforts to aid the County in a swift recovery.

**Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011** – Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

**Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010** – As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over \$10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

**Norman, Oklahoma, Ice Storm Deployment, 2008** – Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over \$3 million worth of eligible FEMA and FHWA funding.

**Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007** – Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

## Previous Employment Experience

**Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011** – Mr. Hoyle served as the Director of the Financial Recovery Services Division.

**Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009** – Mr. Hoyle was a company co-founder, owner and managing principal of the Response and Recovery Services division.



# Nathaniel T. Counsell

## Executive Vice President

### FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

### EDUCATION

BA: Economics  
MBA: International Business

### EXPERIENCE

14 years

### PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

## Experience and Qualifications

Mr. Counsell has fourteen years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 80 projects under contracts that total over \$1.5 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

## Project Experience

**Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018** – Mr. Counsell served as the principal-in-charge / program manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Over all Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** – Mr. Counsell served as the principal-in-charge / corporate resource officer during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal

monitoring operations on behalf of 45 unique clients simultaneously. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Louisiana Severe Flooding, City of Baton Rouge, Parish of East Baton Rouge and Denham Springs, LA, 2016 - 2017** – Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Baton Rouge, Parish of East Baton Rouge and Denham Springs disaster recovery operations conducted by Thompson. Each of these communities were severely impacted by massive flooding and required specialized debris removal programs. Recovery operations in the City / Parish of East Baton Rouge resulted in the collection of over 1.9M cubic yards of construction and demolition debris, the largest C&D removal program since Hurricane Katrina. Over 90% of the City of Denham Springs was impacted by flooding resulting in 250,000 CY of debris collected. Both projects also required extended ROW debris removal and Thompson worked with each community to implement a private property debris removal (PPDR) program. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all programs. He also worked closely with the leadership of each community to address public information concerns and worked closely with the debris removal contractors to assist in organized debris removal operations.

**South Carolina Department of Transportation, Severe Flooding, 2015** – Mr. Counsell served as the corporate resource officer during the SCDOT's response to statewide severe flooding. Mr. Counsell ensured all projects had the resources necessary to implement debris removal monitoring in 11 counties throughout the State.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** – Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown,



Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Counsell is serving on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011** – In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.

**Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011** – Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as

part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals \$3-million.

**New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009** – Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

**Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010** – Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

**South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006** – Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

## Previous Employment Experience

**Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011** – Mr. Counsell served as the Director of the Response and Recovery Services Division.

**Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009** – Mr. Counsell was a company co-founder, owner and managing principal of the Program Management Services division.





# Eric Harrison

Vice President | Field Operations

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BS: Electronic Engineering Technology  
Graduate Certificate: Geographic Information Science

## EXPERIENCE

12 years

## PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program
- Demolition Program Management
- Occupational Safety and Health Administration Implementation

## Experience and Qualifications

Mr. Harrison has twelve years of experience assisting communities with disaster response and recovery efforts throughout the United States. He has lead and supported multiple debris operations through project management, mobilization of response teams, staging logistics, data management and permitting debris sites. Also, as a geographic information systems (GIS) specialist he has extensive experience in developing zone and routing maps for disaster recovery projects.

## Project Experience

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** – Mr. Harrison served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. He was responsible for ensuring all projects were operating in accordance with federal, state and local requirements and that project managers were operating consistently across the DTOP zones.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** – Mr. Harrison oversaw Thompson’s debris removal monitoring operations throughout the State of Florida. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal

monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**City of Hialeah, Hurricane Irma Recovery Operations, 2017** – Mr. Harrison served as onsite project manager overseeing disaster debris removal monitoring operations in the City of Hialeah following Hurricane Irma. The recovery efforts included the documentation, collection and removal of over 211,704 cubic yards of debris.

**Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017** – Mr. Harrison oversaw Thompson’s debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

**South Carolina Department of Transportation, Severe Flooding, 2015** – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects including the mobilization and demobilization of staff and resources throughout the State.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects. Thompson is scheduled to monitor, document, and substantiate reimbursement for the removal of 1,000,000 cubic yards of debris and the removal of hazardous limbs from 154,000 hazardous trees.



**Hurricane Deployment, Hurricane Sandy, New Jersey, New York, 2012** – Mr. Harrison deployed teams to respond to Hoboken, NJ and Babylon, New York following Hurricane Sandy to provide debris monitoring using ADMS and grant administration assistance. Mr. Harrison performed quality control of field supervisors and monitors utilizing ADMS to certify equipment, credential new monitors, and track debris removal. Concurrently, Mr. Harrison also deployed a field team skilled in ADMS and special programs to manage the extensive documentation associated with the identification, removal, and inventory management of flooded vehicles and vessels in New York City.

**Mississippi and Louisiana, Hurricane Deployment, Hurricane Isaac, 2012** – Mr. Harrison deployed teams to simultaneously respond to four local governments in Terrebonne Parish, LA, Denham Springs, LA, Hancock County, MS, and Jackson County, MS to provide debris monitoring and grant administration assistance. Mr. Harrison was responsible for the deployment and project specific configuration of handheld devices to each activated contract. The effort documented and substantiated the removal of nearly 100,000 cubic yards of debris in less than 45 days.

**Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011** – Mr. Harrison served as project manager overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

**City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2007-2011** – Between 2007 and 2011, Mr. Harrison served as the Deputy Project Manager of the City of New Orleans Residential and Commercial Demolition Program. He was responsible for preparing applications for two historic review committees for demolition requests and for carrying out all required procedures set forth in City ordinances prior to committee review. Also, using GIS software Mr. Harrison mapped demolition progress and managed a demolition database of nearly 3,000 properties. The program required coordinated cost tracking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

**Louisiana and Texas, Hurricane Deployment, Hurricanes, Gustav, and Ike, 2008-2010** – Following the devastating impact that Hurricanes Gustav and Ike made on the Louisiana and Texas coast, Mr. Harrison supported the debris monitoring operations in New Orleans as well as providing GIS support for multiple field operations in Texas.

**City of Waveland, Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007** – Mr. Harrison served as GIS specialist and assisted the City of Waveland, MS with developing zone maps, conducting damage assessments and leaner and hanger debris removal programs following Hurricane Katrina.

**Pembroke Pines, Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006** – Mr. Harrison served as the operations manager and assisted in the deployment of an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Pembroke Pines, FL in response to Hurricane Wilma. He also assisted in the development of zone and routing maps for the City's recovery efforts.

**South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005** – Mr. Harrison was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Harrison assisted with surveying areas for special collection needs such as tree stumps, hazardous trees and construction and demolition (C&D) debris.

## Training and Certifications

- Occupation Safety and Health Administration (OSHA) 7600 Disaster Site Worker
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction
- ArcGIS 9.x and ArcGIS Server 9.x
- ArcGIS Spatial and Network Analyst



# Corey Thomas

Vice President | Grants Management Services

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BS: Communication, Advertising, and Public Relations  
MBA: Finance and Management

## EXPERIENCE

10 years

## PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FHWA ER Program
- HUD CDBG Disaster Recovery

## Experience and Qualifications

Mr. Thomas has ten years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

*Presenter: National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop*

## Project Experience

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** – Mr. Thomas served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Thomas conducted project kickoff meetings and coordinated ensured projects had the necessary personnel and equipment to implement monitoring operations. Thompson provided debris

monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Matthew State of Florida FEMA PA Consulting 2016 – 2017** - Mr. Thomas provided subject matter expertise while overseeing a team of consultants responsible preparing project worksheets and supporting documentation to substantiate reimbursement of costs to perform eligible storm-related response and recovery work on behalf of seven Florida communities - Cities of Daytona Beach, St. Augustine, Ormond Beach, Deland, Deltona, Orange City and the Solid Waste Authority of Palm Beach County. In total, over 70 project worksheets substantiating more than \$12 million in FEMA Public Assistance reimbursement will be submitted. Additionally, Thompson developed Hazard Mitigation Grant Program projects and applications to improve public infrastructure for each of our clients.

**South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 – 2016** – Mr. Thomas provided subject matter expertise to SCDOT leadership while developing and implementing a financial recovery plan to recoup over \$35 million in FEMA Public Assistance (PA) funding. He successfully managed a team of consultants responsible for developing over 200 project worksheets for emergency and permanent work which included repair, replacement and/or mitigation of over 500 damaged roads throughout the state.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax FEMA PA Consulting, 2014 - 2015** – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the SCDOT to provide FEMA PA consulting services related to the debris removal missions being performed throughout the State. Mr. Thomas assisted the SCDOT with the application of over \$250 million in FEMA Category A reimbursement using alternative procedures in accordance with the Sandy Recovery Improvement Act of 2013. The effort included the consolidation of debris removal and monitoring data from five debris removal contractors and three monitoring firms for work completed in an 18 county area in order to obtain an increased federal cost share on behalf of SCDOT for performing an accelerated debris removal mission.



**Town of Babylon, NY, FEMA Public Assistance**

**Consulting, Hurricane Sandy, 2012-2013** – The Town of Babylon, suffered severe damage and large amounts of vegetative and C&D debris following Hurricane Sandy. Mr. Thomas was able to quickly and accurately prepare large project Category A PW's valued at \$5.5 million. All PWs were approved in their entirety, and funded as part of the State's first round of reimbursement for Sandy.

**Middlesex County Utilities Authority, NJ, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013** –

Mr. Thomas provided FEMA PA consulting services to MCUA to assist the Authority with development of PWs to capture costs associated with debris removal, emergency protective measures, and permanent work. The MCUA suffered damages to sewage pumping stations estimated at over \$200 million. Mr. Thomas continues to provide PA and HMA support to help the Authority properly navigate FEMA policy requirements and federal regulations.

**City of Fort Lauderdale, Florida, FEMA Public Assistance Consulting, Hurricane Wilma, 2012** –

Following hurricanes Wilma and Katrina in 2005, The City of Fort Lauderdale sustained widespread damage generating large amounts of debris throughout the City, particularly in parks and along beaches. In 2012, following a federal OIG audit of the City's FEMA project worksheets, approximately \$10 million in funding for debris removal activities was de-obligated. Mr. Thomas assisted the City in collecting project documentation, preparing a formal appeal, and submitting to FDEM and FEMA Region IV. The State has supported the City's claims and FEMA approval of the \$10 million appeal is expected in early 2013.

**Clark County, Indiana, FEMA Public Assistance**

**Consulting, Severe Storms and Tornadoes, 2012** – A massive EF-4 tornado caused widespread damage across a 20 mile long path in Clark County, IN on March, 2<sup>nd</sup> 2012, generating an estimated 1.2 million cubic yards of debris and over \$40 million in damage. Responding to the County and State Incident Command Centers just days after the storm, Mr. Thomas served as grant management consultant, participating in debris operations and long-term FEMA PA program administration including PW preparation and audit and close-out support.

**City of Tuscaloosa, Alabama, FEMA Hazard Mitigation Grant Program Consulting, Severe Storms and**

**Tornadoes, 2011** – The City of Tuscaloosa was struck by one of the most deadly tornado outbreaks in recent

history in April, 2011. Mr. Thomas served as a grant management consultant, preparing applications for ten community safe rooms to be funded by the HMGP. The safe rooms will provide shelter to over 2,000 residents and City employees during future emergencies.

**City of Daytona Beach, Florida, FEMA Public Assistance Consulting, Severe Storms and Flooding, 2009** –

The City of Daytona Beach was struck by severe storms and record rainfall during May, 2009. Thousands of labor and equipment hours associated with emergency response efforts, as well as costs associated with permanent repairs were incurred. Mr. Thomas assisted the City in identifying eligible costs and preparing PWs for Categories A-E and provided support throughout project implementation and closeout preparation.

**Port of Galveston, Texas, FEMA Public Assistance Consulting, Hurricane Ike, 2009-2011** –

During Hurricane Ike, the Port of Galveston's infrastructure was inundated with floodwaters caused by record storm surge. While the Port experienced over \$100 million of damages as a result of the storm, not all damages were evident immediately following the event. Mr. Thomas identified additional eligible projects and prepared small and large project PWs to provide the Port with additional FEMA PA funding as well as prepare for grant closeout.

## Professional Training Courses

- FEMA IS-30: Mitigation eGrants System for the Subgrant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System, An Introduction



# Daniel M. Gardner

Vice President | Data Operations

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BSBA: Management Information Systems  
MBA: Finance and Management

## EXPERIENCE

10 years

## PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- CDBD Disaster Recovery
- CDBG Housing

## Experience and Qualifications

Mr. Gardner has served as a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$160 million. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

## Project Experience

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected

Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and is responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** – Mr. Gardner served as the lead Data Manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Matthew, Data Management Operations, 2016 - 2017** – Mr. Gardner oversaw Thompson's data management operations, to include daily reporting, ticket/data review and invoice reconciliation for all projects activated as a result of Hurricane Matthew. Following the hurricane Thompson was activated in five (5) states and 23 unique clients simultaneously. Managing a team of data administrators, Mr. Gardner ensured each client received customized daily reporting within 24 hours of debris removal operations beginning. He also worked closely with eight (8) different debris contractors to review and reconcile debris removal invoices and provide payment recommendations to each client. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

**South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016** – The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

**Putnam, Fentress and Overton Counties, Tennessee, Severe Winter Storm, 2015** – Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.



Additionally, Mr. Gardner worked with the debris hauler to reconcile all project data for invoicing and provided payment recommendations to the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** – In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5” of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner is managing the Thompson data management team responsible for validation and reporting of all project data. He is also responsible for data reconciliation and contractor invoicing. Thompson is scheduled to monitor, document, and substantiate reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

**City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013** The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City’s FEMA Project Worksheets.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson’s data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011** – The City of Tuscaloosa was impacted by multiple large and small

tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated \$85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

**City of Galveston, Texas, CDBG DR Round 1 and 2 Administration, 2009 - 2010** – The City of Galveston was the epicenter of Hurricane Ike’s landfall in September 2008 and suffered massive damage as a result. As program manager, Mr. Gardner managed the administration of approximately \$107 million in CDBG Disaster Recovery funding and assisted City staff coordinate all grant activities for infrastructure projects including a business economic recovery loan program and the reconstruction of the City’s Main Wastewater Treatment Plant (estimated at \$70 million). He was in charge of program design and oversight, as well as ensuring all day to day activities were carried out according to federal, state and local regulations.

### Training and Certifications

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA’s PA Program
- FEMA IS-634: Introduction to FEMA’s Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management



# Wesley Holden

Senior Vice President | ADMS Operations

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BS: Management Information Systems

## EXPERIENCE

14 years

## TECHNOLOGY EXPERTISE

- Enterprise Web, Accounting and Document Management Applications
- ASP.Net, VB.Net, C#, Javascript, HTML, Visual Studio, Source Control
- SQL Server, T-SQL, Stored Procedures, Index Tuning, Performance Management

## Experience and Qualifications

Mr. Holden has fourteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

## Project Experience

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** – Mr. Holden oversaw Thompson’s ADMS deployment during Thompson’s state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Holden ensured all projects had the equipment and personnel necessary to perform monitoring operations utilizing Thompson’s ADMS for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017** – Mr. Holden oversaw Thompson’s ADMS deployment in five (5) states and 23 unique clients simultaneously as a result of Hurricane Matthew. He assigned and managed a team of ADMS operators across all projects. This effort included the setup, distribution and management of more than 500 ADMS handheld and hip printer units which enable real-time data collection of debris

monitoring operations. Overall, Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

**Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017** Mr. Holden served the project manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. He worked closely with the County and the debris removal contractor to ensure right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs were performed efficiently and in accordance with federal and state regulations. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

**South Carolina Department of Transportation, Severe Flooding, 2015** – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Holden provided oversight of the implementation of Thompson’s automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMS*mobile* across all projects throughout the State.

**Mississippi Department of Transportation, Road Sign Tracking Analysis, 2015** – The Mississippi Department of Transportation (MDOT) contracted Thompson to conduct an analysis of current roadway sign shop operations, systems integration of roadway sign shop operations, field maintenance operations, data gathering, and creation of standard operating procedures of roadway sign creation and maintenance. Mr. Holden served as Project Manager and ensured project deliverables were completed and presented to MDOT stakeholders in accordance with the project task order.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** – Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5” of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Holden provided oversight of the implementation of



Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMS*mobile*. Overall Thompson deployed 450 units to documents and substantiate reimbursement for the removal of an over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees throughout the State.

**Town of Babylon, New York, Hurricane Sandy Recovery Operations, 2012 -2013** – Following the devastating landfall of Hurricane Sandy, Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), TDMS*mobile*, which was utilized to track a number of different inventory metrics associated with the Town's debris removal program, including equipment deployed, trucks assigned to different work zones, debris types removed, debris collection locations, and recyclable material recovered.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Holden served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Clark County, Indiana, Tornado Recovery Operations, Data Management, 2012** – Mr. Holden managed a team tasked with supporting data entry, document scanning and data management to track and report debris removal operations for Clark County. He was also in charge of debris hauler invoice reconciliation and payment recommendations.

**Calhoun County, AL, Tornado Recovery Operations, 2011** – Mr. Holden served as the County's project manager during the disaster debris removal monitoring efforts following the April 2011 tornadoes. He was in charge of overseeing collection operations for the County to ensure that all debris removal and monitoring was within federal regulations.

**Alabama Tornadoes, Data Management, 2011** – Mr. Holden managed a data management operation responsible for scanning, inputting, mapping, tracking and reporting the quantities of debris removed and disposed by various contractors throughout the State of Alabama.

**Texas, Hurricane Ike Data Management, 2008-2009** – Following Hurricane Ike, Mr. Holden managed a team tasked with supporting data entry, document scanning, and data management to track and report debris removal operations for multiple municipalities and counties throughout Texas. At the peak of the engagement, Mr. Holden was tasked with managing the scanning and entry of over 250,000 documents and images per day.

**City of New Orleans, FEMA Funded Commercial and Residential Demolition Document Management, New Orleans, LA, 2007-2009** – Between 2007 and 2009, Mr. Holden helped design a software application to electronically store critical field documents that supported a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City of New Orleans.

**Mississippi, Hurricane Katrina, Data Management 2005-2007** – Following the devastating impact that Hurricanes Katrina made on the Mississippi coast, Mr. Holden managed a data management operation responsible for inputting, tracking, and reporting the quantities of debris removed and disposed of by the United States Army Corps of Engineers contractors throughout the State of Mississippi.

## Program Experience

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)





# Nicole Lehman

Director of Client Services | Program Manager

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BA: Psychology and Spanish

## EXPERIENCE

11 years

## PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program
- CDBG Disaster Recovery
- CDBG Housing

## Experience and Qualifications

Ms. Lehman has eleven years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

*Presenter: National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop*

## Project Experience

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019** – Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

**Fort Lauderdale, Hurricane Irma, 2017** – Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public beaches. She coordinated

closely with the City and the debris removal contractors to implement and carry out debris removal programs.

**City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015** – Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

**Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015** – Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** – Ms. Lehman is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

**Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014** – Ms. Lehman is currently serving as operations manager for debris removal monitoring operations in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

**City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013** The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Lehman has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the



City's FEMA Project Worksheets. Additionally, Ms. Lehman assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

**Trinity Bay Conservation District, Texas, FEMA PA Project Worksheet Close-out and Audit Preparation, 2012** – Ms. Lehman served as Grant Management Specialist for the final reconciliation of expenditures to grant funds received for Hurricane Ike bridge and facility replacements. Ms. Lehman organized all supporting documentation for project worksheets and prepared projects for close-out and federal audit.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Lehman served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

**Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012** – Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

**City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011** – Ms. Lehman served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated \$85M in damages.

**City of Galveston, Texas, Community Development Block Grant (CDBG) Administration, 2011** – Ms. Lehman served as Financial Recovery Specialist for the administration of \$106 million in Housing and Urban Development (HUD) non-housing CDBG funds for the City. At this capacity, Ms. Lehman coordinated with HUD, and the Texas Department of Rural Affairs and provided guidance to the City to ensure that the program was properly documented and administered in compliance with statutory regulations and program

guidelines. In addition, Ms. Lehman assisted the City with the development of contracts, procurement documentation, and comparison of data for federal reimbursement.

**Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010** – Ms. Lehman served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over \$1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Lehman coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

**City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010** – Following Hurricane Ike, Ms. Lehman monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over \$3.5 Million in FEMA PA funding. In addition, Ms. Lehman worked with Galveston County to monitor and document over \$62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

**Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009** – Ms. Lehman served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Lehman oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

## Training and Certifications

- HAZWOPER 40 hour certification
- OSHA 30 hour certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements Certificate
- Managing Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 700.a – National Incident Management System (NIMS) An Introduction



# Patrick Gardner

## GIS Manager

### FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

### EDUCATION

BS: Marine Science  
MS: Fisheries and Aquatic Sciences

### EXPERIENCE

4 years

### PROGRAM EXPERIENCE

- FEMA Public Assistance (Categories A-B)

## Experience and Qualifications

Mr. Gardner brings GIS and data management experience from the State University System of Florida. He oversaw data collection and processing for state and federally funded research projects. During this time, he worked both locally and internationally to complete grant deliverables. These deliverables included the creation of publication quality maps and figures which communicated complex spatial data into clear and coherent representations. Most recently, Mr. Gardner assists with data management, invoice reconciliation, and GIS analysis.

## Disaster Project Experience

**Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, - 2018** – Mr. Gardner provided GIS and data management services during Thompson’s mobilization in response to Hurricane Michael which included over 12 contract activations. Mr. Gardner coordinated with each community to establish eligible roadway maps and was responsible for mapping data points through GIS and providing support to the QA/QC team.

**Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018** – Mr. Gardner provided GIS support for all of Thompson’s projects following Hurricane Florence, including the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. Mr. Gardner also provided geospatial analysis utilizing Thompson’s drone capabilities to measure and substantiate disaster debris piles.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** – Mr. Gardner provided GIS and data management services during Thompson’s state-

wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018** – Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

**Dare County and included municipalities, North Carolina, Hurricane Matthew, 2016** - Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

**South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016** – The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects.

**Putnam, Fentress and Overton Counties, Tennessee, Severe Winter Storm, 2015** – Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data for the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** – In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal



monitoring services. Mr. Gardner assisted with the data management and invoice reconciliation. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

#### **Brevard County, FL, Hurricane Sandy Beach**

**Renourishment, 2013 - 2014** – Federal funding following Hurricane Sandy provided funding for Beach renourishment on Florida's east coast. While working for Land and Sea Surveying Concepts Inc., Mr. Gardner acted as surveying technician using real-time kinematic GPS to produce 1000 m beach elevation transects before and after sand renourishment.

### **Environmental Project Experience**

**Exploration, Habitat Characterization, and Coral Health Assessment in Flower Garden Banks National Marine Sanctuary, 2015 -2016** – Mr. Gardner served as a Research Coordinator at Harbor Branch Oceanographic Institute at Florida Atlantic University. While assisting with this project in the lab, Mr. Gardner used transect photos to characterize habitat on shallow and mesophotic reefs. Field collections included technical diving to 170 fsw collect live coral tissue for RNA sequencing analyses.

**Development of Fisheries Independent, Habitat-Based indices of Abundance for Pre-Reproductive Gag Grouper in the Northeastern Gulf of Mexico, 2013 - 2015** – As a research assistant Mr. Gardner performed counts of gag grouper on artificial reefs using closed-circuit rebreathers. He interpreted and classified side scan SONAR data, constructed sampling regimes, validated and analyzed data for use by resource managers, and created publication quality maps in ArcGIS.

**Impact of invertebrate grazers on freshwater algae in Kings Bay, FL, 2013 - 2015** – As a research assistant, Mr. Gardner conducted fieldwork collecting freshwater invertebrate grazers and implemented lab studies to determine grazing rates on freshwater algae.

**Reproductive Biology of Invasive Lionfish (*Pterois volitans/miles* complex) from Little Cayman Island, 2013 - 2014** – Mr. Gardner developed, implemented, and published results determining spawning seasonality, frequency and batch fecundity of invasive lionfish. This project was completed in fulfillment of his master's degree at the University of Florida. (Peer reviewed publication: Gardner PG, Frazer TK, Jacoby CA, Yanong RPE. 2015. Reproductive biology of invasive

Lionfish (*Pterois volitans*) from Little Cayman. *Frontiers in Marine Science* 2:7).

**Assessing Organic Soil Amendments in Saltwater Marsh Restoration, 2007 - 2009** – While a student at Eckerd College, Mr. Gardner served as a research assistant working in the field to collect plant biomass, invertebrate, and water samples. In the lab, he performed sulfide analysis, prepared plant biomass for nitrogen analysis, and composed a research paper on the effects of sulfides on wetland plants. In a supervisory role, he trained volunteers and intern for various project tasks.

### **Training and Certifications**

- Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft Systems
- U.S. Environmental Protection Agency Scientific Diver
- NAUI SCUBA Instructor
- Department of the Interior Motorboat Operations Certification Course
- First Aid, CPR, Oxygen Delivery, and Blood Borne Pathogens
- GIS applications for Natural Resource Management, Florida Sea Grant



# Gary Brooks

## Project / Operations Manager

### FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

### MILITARY EXPERIENCE

United States Marine Corps

### EXPERIENCE

14 years

### PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

## Experience and Qualifications

Mr. Brooks has fourteen years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

## Project Experience

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations from the North DTOP Zone.

**Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018** – Mr. Brooks served as the project manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Over all Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

**South Carolina Department of Transportation, Hurricane Matthew Recovery Operations, 2016** –

**2017** – Mr. Brooks served as project manager for debris removal monitoring services on behalf of SCDOT following Hurricane Matthew. Mr. Brooks oversaw debris monitoring operations in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. These operations substantiated the removal of over 956,000 cubic yards of vegetative debris.

**South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015** – Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

**Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015** – Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County is performing both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** – Mr. Brooks served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

**Williamsburg County, South Carolina, Winter Storm Pax Recovery Operations, 2014** – Mr. Brooks served as the operations manager for debris removal monitoring operations in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

**Iberville Parish, Louisiana, Hurricane Isaac Recovery, Waterway Debris Removal Monitoring, 2013** – Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in various Parish waterways. The debris



congestion in the waterways was remaining from the impacts of Hurricane Isaac.

**Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013**

– Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

**Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012**

– Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

**Clark County, Indiana, Tornado Recovery Operations, 2012**

– Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

**City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011**

– Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

**Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011**

– The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged

trees in compliance with FEMA 325 and 327 guidelines.

**City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008**

– In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brooks's monitoring team oversaw, monitored, and documented the removal of over 1,000,000 cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

**Town of Amherst, New York, Snow Storm Debris Removal Monitoring, 2006**

– Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

**Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004**

– Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, 3 prime contractors removed nearly 8,000,000 cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.



# Ted Sowinski

## Field Operations Manager

### FIRM

Thompson Consulting Services  
1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

### MILITARY EXPERIENCE

United States Air Force

### EXPERIENCE

12 years

### PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

## Experience and Qualifications

Mr. Sowinski has over 12 years of experience managing debris monitoring and data management operations throughout the United States following some of the largest debris generating natural disasters in recent history. In addition to right-of-way (ROW) debris monitoring programs, Mr. Sowinski has worked extensively on hazardous leaner, hanger, and stump removal programs. Mr. Sowinski also has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations.

## Project Experience

**City of Beaumont, Texas, Tropical Storm Imelda Recovery Operations, 2019** – Mr. Sowinski recently served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Beaumont following Tropical Storm Imelda. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

**Jackson County, Florida, Hurricane Michael, 2018 - 2019** – Mr. Sowinski served as the field supervisor overseeing debris removal monitoring efforts on behalf of the County. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and leaner, hanger, and

stump removal. To date over 122,000 cubic yards of debris have been collected throughout the County.

**Carteret County, North Carolina, Hurricane Florence Recovery Operations, 2018 - 2019** – Mr. Sowinski served as the field supervisor overseeing debris removal monitoring efforts on behalf of the County. The County performed hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways. Thompson documented the removal of over 1.5 million cubic yards of debris.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Sowinski served as the operations manager overseeing day-to-day debris removal monitoring operations from the West DTOP Zone.

**Lee County, Florida, Hurricane Irma Recovery Operations, 2017 - 2018** – Mr. Sowinski served as the field supervisor overseeing debris removal monitoring efforts on behalf of the County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

**Glades County, Florida, Hurricane Irma Recovery Operations, 2017 - 2018** – Mr. Sowinski served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the County following Hurricane Irma. The County performed hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways. Thompson documented the removal of 40,827 cubic yards of debris.

**City of Bonita Springs, Florida, Hurricane Irma Recovery Operations, 2017 - 2018** – Mr. Sowinski served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Bonita Springs. The City performed hazardous tree and limb removal, right-of-way (ROW) collection programs on City maintained roadways, and provided environmental support services. Overall, 536,487 cubic yards of debris was documented



**Newton County, Texas, Hurricane Harvey Recovery, 2017 - 2018** – Mr. Sowinski served as project operations manager for debris removal monitoring services on behalf of Newton County following Hurricane Harvey. Mr. Sowinski oversaw day-to-day operations of the extensive right-of-way (ROW) and disposal site monitoring. Thompson substantiated the removal of 8,859 yards of vegetative debris from the County.

**City of Beaumont, Texas, Hurricane Harvey Recovery, 2017 - 2019** – Mr. Sowinski served as project operations manager for debris removal monitoring services on behalf of the City of Beaumont following Hurricane Harvey. Mr. Sowinski oversaw day-to-day operations of the extensive right-of-way (ROW) of City maintained roadways and disposal site monitoring. Overall, Thompson substantiated the removal of 70,857 yards of vegetative debris.

**South Carolina Department of Transportation (SCDOT), Hurricane Matthew Recovery Operations, 2016 - 2017** – Mr. Sowinski served as operations manager for the SCDOT debris removal monitoring mission in Orangeburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout Orangeburg County.

## Training and Certifications

- LADOTD Traffic Control Supervisor Certification





# Raul Cardenas

## Project / Operations Manager

### FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

### EXPERIENCE

13 years

### PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

## Experience and Qualifications

Mr. Cardenas has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

## Project Experience

**Aransas County, Texas, Hurricane Harvey Recovery Operations, 2017 – 2018** - Mr. Cardenas served as project operations manager for debris removal monitoring services on behalf of Aransas County following Hurricane Harvey. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), parks, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 2.8 million cubic yards of vegetative debris.

**Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017** - Mr. Cardenas served as senior operations manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

**City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017** – Mr. Cardenas served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-

of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

**South Carolina Department of Transportation, Dorchester and Berkeley Counties, South Carolina, Severe Flooding Recovery, 2015** – Mr. Cardenas served as operations manager for debris removal monitoring in Dorchester and Berkeley Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** – Mr. Cardenas served as the operations manager for the SCDOT debris removal monitoring mission in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 500,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 45,500 hazardous trees were addressed.

**Marion County, South Carolina, Winter Storm Pax Recovery Operations, 2014** – Mr. Cardenas served as the operations manager for debris removal monitoring operations in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

**Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011** – Mr. Cardenas served as field supervisor overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

**MEMA, Hurricane Deployment, Hurricane Katrina, 2005-2007** – Mr. Cardenas worked as part of a disaster recovery team contracted by MEMA following Hurricane Katrina. The team was responsible for conducting damage assessments, reviewing Right-off-



Way collection and disposal operations and the permitting of temporary debris sites. In addition, Mr. Cardenas would review leaner and hanger debris removal programs, private property debris removal programs, and other specialized debris removal programs performed by local governments and the United States Army Corps of Engineers to closely monitor compliance, eligibility, and proper documentation.

**South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr.**

Cardenas was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Cardenas was assigned to multiple municipalities in Broward County, where he oversaw collection and disposal operations performed at County Debris Management Sites. In addition, Mr. Cardenas provided Quality Assurance/Quality control over municipal debris being disposed of and reduced at County Temporary Debris Management Sites.

### Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction



# Thomas "Tommy" Dorsey

Field Operations Manager / Supervisor

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BS: Emergency Management (In Progress)  
Manager of Environmental Safety and Health (MESH)

## EXPERIENCE

8 years

## PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

## Experience and Qualifications

Mr. Dorsey has eight years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Dorsey has worked extensively on Hazardous Leaker, Hanger, and Stump Removal programs. Mr. Dorsey has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations.

Mr. Dorsey also completed 40-Hour HAZWOPER – OSHA, 30-Hour OSHA Safety for the Construction Industry courses and over 50 FEMA EMI Courses.

## Project Experience

**City of Palm Bay, Florida, Hurricane Irma Recovery Operations, 2017** – Mr. Dorsey served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Palm Bay following the devastating impacts of Hurricane Irma. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented the removal of over 253,867 cubic yards of debris.

## **City of Stuart, Florida, Hurricane Irma Recovery Operations, 2017**

– Mr. Dorsey served as the operations manager overseeing debris removal monitoring operations throughout the City of Stuart. Through the efficiencies managed by Mr. Dorsey, the City was able to complete debris removal operations in less than 30 days.

## **City of Vero Beach, Florida, Hurricane Matthew Recovery Operations, 2016**

– Mr. Dorsey served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Vero Beach. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

## **South Carolina Department of Transportation, Orangeburg, Bamberg and Clarendon Counties, South Carolina, Severe Flooding Recovery Operations, 2015**

– Mr. Dorsey served as operations manager and field supervisor for debris removal monitoring in multiple counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

## **Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015**

– Mr. Dorsey served as the field supervisor supporting daily debris removal monitoring operations throughout Putnam County. He was also responsible for managing and supporting debris removal monitors in the field. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs.

## **Aiken County, South Carolina Winter Storm Pax Response and Disaster Recovery, 2014**

– In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by Aiken County to provide debris removal monitoring services. Mr. Dorsey served as the Operations Manager responsible for overseeing all of the Counties debris removal monitoring programs. The County performed ROW debris removal, hazardous trees and limb removal, and a waterway debris removal program throughout the historic Horse Creek Trail. Overall more than 1,400,000 cubic yards of debris was substantiated by Thompson in Aiken County.



**Jefferson Parish, LA, Hurricane Recovery Operations**

**2012** – Mr. Dorsey served as an operations manager for debris removal monitoring efforts on behalf of Jefferson Parish following the landfall of Hurricane Isaac. He was in charge of overseeing day-to-day operations monitoring projects including truck certification, monitor training, emergency road clearance and debris removal operations and right-of-way collection.

**Training and Certifications**

- HAZWOPER Supervisor - OSHA
- 40-Hour HAZWOPER - OSHA
- 30-Hour OSHA Safety for the Construction Industry
- Over 50 FEMA EMI Courses



# Connie Stewart

## Field Operations Supervisor

### FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

### EXPERIENCE

10 years

### PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

## Experience and Qualifications

Ms. Stewart has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

## Project Experience

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

**Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018** – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

**City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017** – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

**Sumter County and City of Sumter, SC, Winter Storm Pax, 2014** Ms. Stewart served as a project manager and oversaw debris removal monitoring project operations from project inception to closing the local field office. Duties also included hiring, training and managing field supervisors and field monitors.

**New York Department of Transportation, Hurricane Sandy, 2012 – 2013**, Ms. Stewart served as a project data manager and disposal site supervisor. Her responsibilities included overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

**US Army Corp of Engineers, New Orleans, LA, Levee Restoration, 2010- 2011** Ms. Stewart operated heavy equipment, including trackhoes, dozers and off road dump trucks in removing and stockpiling clay for the USACE Levee Restoration Mission. In addition, Ms. Stewart served as the site Safety Officer.

**Decon Facility, Pascagoula, MS, BP Deep-water Horizon Oil Spill Response, 2010** – Ms. Stewart served as a project manager overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

**Galveston County, TX, Hurricane Debris Removal Monitoring, 2008** – In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

**St. Landry Parish, LA, Hurricane Debris Removal Monitoring, 2008** –Ms. Stewart served as a field operation manager for St. Landry Parish following Hurricane Gustav. Ms. Stewart was responsible for the hiring, training and management of field debris monitors overseeing right of way and leaner and hanger debris removal programs.

**Norman, Oklahoma, Ice Storm Deployment, 2007 - 2008** – Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activities of a group of debris removal monitors and ensuring project compliance.

**Monroe County, Florida, Hurricane Wilma, Waterway Debris Removal 2006** – Ms. Stewart was responsible for hiring, training and managing field monitors to document waterway debris removal and derelict vessel removal programs throughout the Florida Keys. In addition Ms. Stewart performed canal surveys identifying debris posing potential navigational hazards.



**City of Gulfport, MS, Hurricane Katrina, 2005-2006** – Ms. Stewart was responsible for hiring, training and managing field monitors to document a variety of debris removal programs including, right of way, salt water kill tree removal, private property debris removal, hazardous leaning tree and hanging limb removal, and abandoned storm damaged car and boat removal. She also oversaw a special program to provide temporary fencing around swimming pools.

## Training and Certifications

- FEMA Emergency Management Institute
  - Professional Development Series (consists of 7 different courses)
  - IS-00005.A An Introduction to Hazardous Materials
  - IS-00100.B Introduction to Incident Command System ICS-100
  - IS-00340 Hazardous Materials Prevention
  - IS-631 Public Assistance Operations 1
  - IS-00632.A Introduction to Debris Operations
  - IS-00634 Introduction to FEMA’s Public Assistance Program
  - IS-00700.A National Incident Management System (NIMS) An Introduction
  - IS-00703.A NIMS Resource Management
  - IS-00704 NIMS Communications and Information Management
  - IS-00800.B Nation Response Framework, An Introduction
  - IS-00805 Emergency Support Function (ESF)#5 Emergency Management
  - IS-00810 Emergency Support Function (ESF)#10 Oil and Hazardous Materials Response
- OSHA Certifications
  - 16 Hour OSHA Course # 7600 Disaster Site Worker
  - 40 Hour HAZWOPER + 8hr refresher to stay current
  - 10 Hour OSHA Construction Safety and Health
  - 30 Hour OSHA Construction Safety and Health
  - OSHA 510 – Construction Safety and Health
  - OSHA 500 – Authorized Construction Safety and Health Instructor
- TWIC Card
- Class D CDL



# Jeff Hollis

## Field Operations Supervisor

### FIRM

Thompson Consulting Services  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

### EXPERIENCE

13 years

### PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

## Experience and Qualifications

Mr. Hollis has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

## Project Experience

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations from the South DTOP Zone.

**City of Santa Fe, Texas, Hurricane Harvey Recovery, 2017 - 2018** – Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Santa Fe. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

**City of St. Augustine, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017** – Mr. Hollis recently served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of St. Augustine following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented over 83,000 cubic yards of vegetative debris.

**Lumberton, North Carolina, Hurricane Matthew, 2016 – 2017** - Mr. Hollis served as operations manager for

debris removal monitoring in Lumberton County, NC following Hurricane Matthew. He oversaw day-to-day operations including up to 35 debris removal monitors ADMS units for right-of-way collection on County maintained roadways. Overall, Thompson substantiated more than 26,000 cubic yards of vegetative debris.

**City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017** – Mr. Hollis served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

**South Carolina Department of Transportation, Horry and Georgetown Counties, South Carolina, Severe Flooding Recovery Operations, 2015** – Mr. Hollis served as operations manager for debris removal monitoring in Horry and Georgetown Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

**Allendale County, South Carolina, Winter Storm Pax Recovery Operations, 2014** – Mr. Hollis served as the operations manager for debris removal monitoring operations in Allendale County following Winter Storm Pax. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways. County-wide, nearly 30,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, over 6,000 hazardous trees were addressed.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** – Mr. Hollis served as operations manager for the SCDOT debris removal monitoring mission in Dillon County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 200,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned.



**Harris County, TX, Hurricane Debris Removal**

**Monitoring, 2008** – In 2008, Mr. Hollis served as a field operation manager for the Harris County debris monitoring effort. Mr. Hollis managed a field team responsible for monitoring the removal of over 2,500,000 cubic yards of debris.

**City of New Orleans, Louisiana, Demolition Field**

**Manager, 2007-2008** – Mr. Hollis served as a demolition field manager on the City of New Orleans residential demolition program in 2007 and 2008. Mr. Hollis was responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Hollis was responsible for ensuring that properties containing Asbestos Containing Materials (ACM) were properly demolished and disposed of at Type I Disposal facilities.

**St. Landry Parish, Louisiana, Hurricane Gustav, 2008** –

Following the devastating impact that Hurricane Gustav, Mr. Hollis served as the field project manager for the Parish's debris removal monitoring program. Mr. Hollis's field team monitored and documented the removal of eligible storm debris and worked with the Parish, State, and FEMA to address many unique challenges. Parish-wide, nearly 225,000 cubic yards of vegetative and construction and demolition debris was collected.

**Escambia County, Florida, Hurricane Debris Disposal**

**Monitoring, 2004** – Mr. Hollis served a field supervisor responsible for overseeing field monitors and ensuring only eligible debris was collected. County-wide, nearly 8,000,000 cubic yards of vegetative and construction and demolition debris was collected.

## Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training





# SECTION 8

## TECHNICAL APPROACH

### Project Understanding

Volusia County, Florida (County) is located in East Central Florida, situated between the St. Johns River and the Atlantic Ocean. The County encompasses 1,432 square miles and maintains a population of nearly 553,284. The County is highly vulnerable to the debris generating impacts of hurricanes, tropical storms, flooding, and tornadoes. As such, the County maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and consequently, is seeking proposals from qualified consultants to provide debris monitoring support and assist the County in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

As a current contract holder with the County, Thompson has experience assisting the County with disaster debris removal monitoring, cost recovery and related grant management services, debris management contract procurement assistance, and debris management planning services. Following Hurricane Irma, Thompson monitored the removal of over 850,000 cubic yards of debris and over 12,000 hazardous leaning trees, hanging limbs and stumps. *Through Thompson's prior disaster preparedness and response experience with the County, we understand the unique challenges the County may face in the event of a future disaster incident and are prepared to provide priority services to the County.*

### Thompson's Automated Debris Management System (ADMS)

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. TDMS has also been evaluated and proven to meet the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI).

*Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.*

TDMS has been field proven on multiple large scale recovery operations. In 2017, when Hurricane Harvey and Hurricane Irma made landfall within two weeks of each other, Thompson simultaneously ran project operations in Texas and Florida, covering over 53 client activations. In 2016, when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States, Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. In addition, the Georgia Department of Transportation activated Thompson in eleven (11) counties, and the South Carolina Department of Transportation activated Thompson in seven (7) counties. At our peak operating period in the fall of 2016, Thompson was actively monitoring debris removal operations by ten contractors working in a forty three (43) county/parish area across six (6) states.

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since 2012. The following list includes the disaster incident and the number of handheld units deployed.

- 2012 Hurricane Isaac – 12 units deployed
- 2012 Hurricane Sandy – 100 units deployed
- 2014 Winter Storm Pax – 475 units deployed
- 2015 SC Flooding – 180 units deployed
- 2016 LA Flooding – 330 units deployed
- 2016 Hurricane Matthew – 876 units deployed
- 2017 Hurricane Harvey – 400 units deployed
- 2017 Hurricane Irma – 1,200 units deployed
- 2017 Hurricane Maria – 375 units deployed
- 2018 Hurricane Florence – 235 units deployed
- 2018 Hurricane Michael – 1,300 units deployed

Thompson maintains over 1,300 TDMSmobile units on hand and has access to additional units within 24 hours of notification when necessary. Thompson’s TDMSmobile devices has been deployed successfully over the last eight (8) years, and from day one of debris removal operations Thompson will be able to provide the County with paperless ticketing.

### Project Execution Utilizing TDMS

TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery, each major component is described below:

#### TDMSmobile

TDMSmobile is Thompson’s ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically in the field utilizing our handheld device and hip printer. Figures 1 - 4 provide graphical depictions of the TDMSmobile solution and its components.



FIGURE 1  
*Motorola ES400 running TDMSmobile.*



FIGURE 2  
*Employee badges utilize QR coding for identification ticket development.*



FIGURE 3  
*Paper tickets are created with encrypted QR code to transmit information/data.*



FIGURE 4  
*RW 220 hip belt printer uses direct thermal laser technology*

TDMSmobile provides enhanced quality control through, geocoding and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and

production of debris removal operations. To date we have observed cost savings to our clients ranging from 20 – 30 percent with the use of our ADMS solution.

TDMS*mobile* can be utilized for a variety of programs and activities, including but not limited to:

- Truck Certification
- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project and Data Administration
- Monitor Role and Time Management

*In addition, TDMSmobile has a disconnected architecture and is fully operational in a post storm environment where cellular networks are destroyed or compromised.* This capability has been routinely field tested, most significantly during Thompson’s response to Hurricane Maria in Puerto Rico. Given the geographic nature of the island and lack of reliable cellular connectivity, Thompson was still able to successfully document and capture debris collection and disposal data substantiating over 600,000 cubic yards of debris on behalf of the Puerto Rico Department of Transportation and Public Works.

TDMS*web*

TDMS*web* is a web based application that serves as the backbone of the TDMS for storage and data management. TDMS*web* provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports. In addition, Thompson is able to control access to TDMS*web* and what permissions (read, read/write, etc.) users have through credentialing.

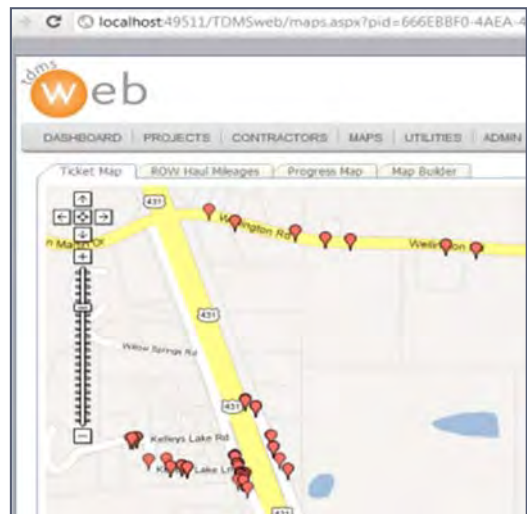
Figures 5 and 6 provide an example of the interface between TDMS*mobile* and TDMS*web*. GPS and collection or disposal data is captured in the field via TDMS*mobile*, in near-real time the field data is accessible via TDMS*web* for viewing and reporting.

FIGURE 5



Handheld device GPS location capture and verification

FIGURE 6



Mapping interface provides users with Google maps functionality for point-and-click data access

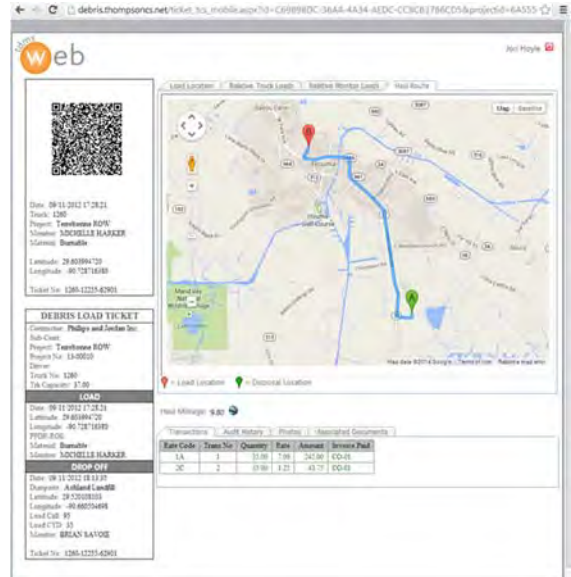
The following figures (7 to 10) provide graphical highlights and depictions of TDMS*web* and its components.

FIGURE 7



TDMSweb dashboard displays summary project statistics online with the ability to drill down to varying levels of detail.

FIGURE 8



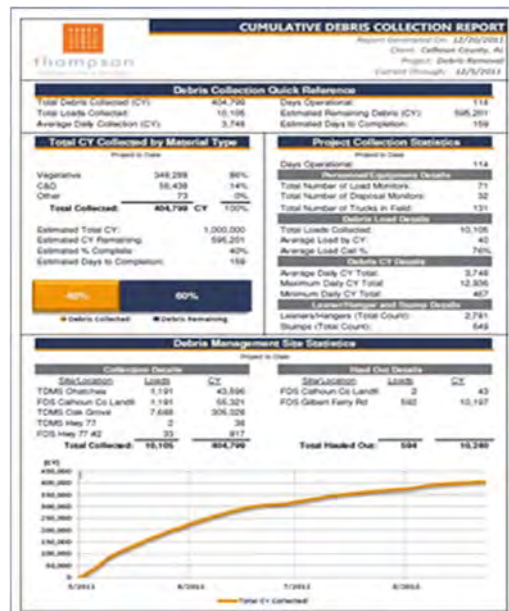
Accurate and efficient collection of field data provides for near real time data analysis and review. Financial encumbrances and project progress can now be tracked via the Internet.

FIGURE 9



TDMSweb system allows Thompson to electronically manage a variety of client debris removal programs such as, ROW, ROE, blue roof and demolition, including photographs, field forms, logs, transmittals, etc.

FIGURE 10



TDMSweb generates a various project reporting documents, such as daily reports and financial summary logs.

## TDMSmaps

TDMSmaps is a web based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. Thompson's clients have full access to live maps, progress maps and query maps which will allow the client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions. Thompson has the ability to tailor progress



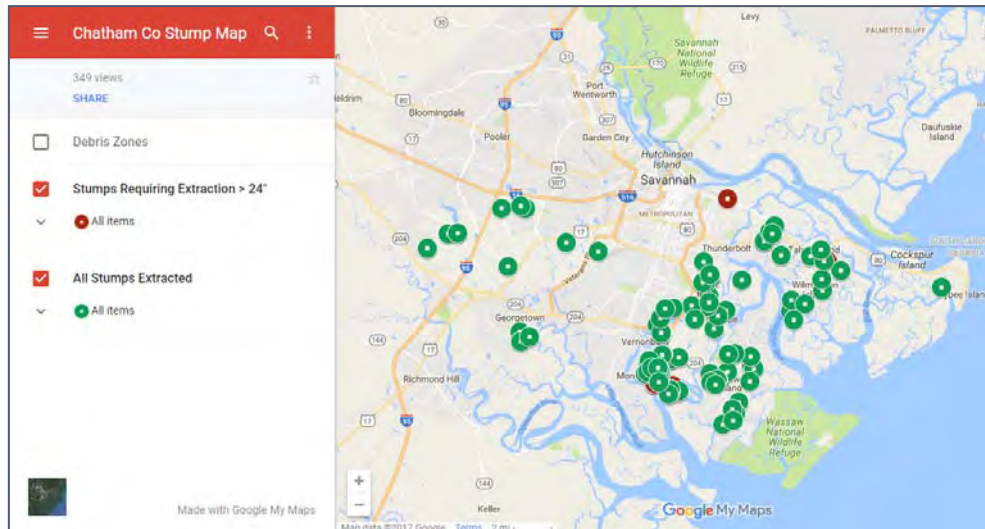
and real-time operation mapping to meet the needs of the County. *During routine debris meetings, the County, Thompson, and the County’s contractors can utilize the mapping tools to evaluate progress, assign or re-assign crews, and make general debris management decisions.* Figures 11 and 12 below provide examples of some of the mapping capabilities that may be utilized for right of way (ROW) debris removal and special debris removal programs.

FIGURE 11



*Debris Load and Tree Work Heat Maps that illustrate the concentration of damage with the ability to drill down within each cluster and access individual transaction data.*

FIGURE 12



*Hazardous Stump Map provides color-coded stump locations to allow increased operational efficiencies and real-time situational reporting for project stakeholders.*

### TDMSportal

TDMSportal is a web based portal that serves as the client and contractor information center for project costs, electronic tickets, accounting transactions and invoices. TDMSportal provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents. The portal eliminates email for document sharing and transfer and ultimately increase visibility between the County Thompson and the debris contractor. Figure 13 displays a document tree for organizing and sharing project related data.

FIGURE 13

Download	Client	Date	Report Type	Comment	Action
	Leon County	09/16/2019	All Truck Certs	Ashbritt	
	Leon County	09/16/2019	All Truck Certs	Ceres	
	Leon County	09/13/2019	All Daily Reports		
	Leon County	09/13/2019	All Daily Reports		
	Leon County	01/22/2019	Daily Report		
	Leon County	01/22/2019	Daily Report		
	Leon County	01/21/2019	Daily Report		

Document tree organizing project related documents including truck certifications, daily reports, and invoices.

### Enhanced GIS Technology and Capabilities

Thompson continues to expand our geographic information system (GIS) resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations (i.e. local vs. state roadways). Thompson employs ArcGIS Pro, ESRI’s latest desktop GIS application, which allows for seamless integration with our company’s ArcGIS Online and Enterprise platforms. Additionally, we are able to integrate data collected through ESRI’s Survey123 and Collector for ArcGIS applications.

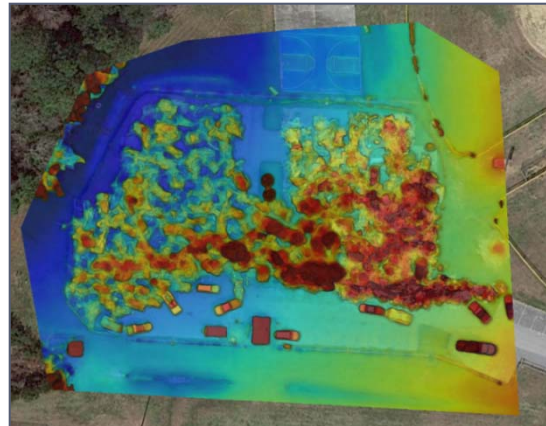
Thompson has also implemented the utilization of drone technologies to enhance debris removal and monitoring operations. This includes conducting qualitative damage assessments with drones to provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris, flooding, or otherwise inaccessible terrain. Drone data can also improve the management of debris management sites (DMS). Through photogrammetric volume calculations, different debris types can be quantified and reported to provide quick, actionable data to local government officials. For example, this information can indicate when a site has reached maximum capacity and needs to be shut down or if additional sites should be opened. Figures 14 and 15 below provide examples of some of the volumetric measurement capabilities that may be utilized for DMS piles.

FIGURE 14



Aerial drone footage illustrating the volume of debris at Resident Drop-Off Site

FIGURE 15



Debris pile heat maps that illustrate the density of debris

## Technical Approach

Thompson has functionally organized its technical approach by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the County’s debris recovery effort based on the unique challenges of the County’s specific future disaster. Our tasks and task approach can be modified and scalable to address both large and small scale events and our mobilization times can be either compressed or extended based on the needs of the County and the public.

Table 8-1: Mobilization Method and Approach

Task / Mobilization Time	Description
<b>1. Debris Program Implementation</b>	
Within two (2) hours from notification date	Program Management Team will report to the County 48 hours prior to known disaster events and within 2 hours passage of no-notice disaster events. Thompson will implement a program based on the specific needs of the County, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.
<b>2. Onboarding and Training of Employees</b>	
Within twenty-four (24) hours from notification date	Thompson performs Motor Vehicle Reports (MVR’s) and drug testing on all field staff.
<b>3. Health and Safety Plan Implementation</b>	
Within twenty-four (24) hours from notification date	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards. Thompson’s safety program is focused on the safety of Thompson monitors and field personnel.
<b>4. Measure and Certify Trucks by FEMA PAPPG Standards</b>	
Within twenty-four (24) hours from notification date	Thompson will certify contractor equipment once a contractor crew schedule is reviewed and approved by the County.
<b>5. Deploy Loading Site Collection Monitors</b>	
Within twenty-four (24) hours from notification date	Thompson will deploy a collection monitor to each debris removal crew. Based on our planning assumption, we expect many of the crews to be tandem, self-loading trucks or two to three trucks paired with a single loading device.
<b>6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps</b>	
Within forty-eight (48) hours from notification date	Thompson will document the removal of hazardous trees and limbs to meet all requirements outlined in FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG).
<b>7. Deploy Debris Management Site Monitors</b>	
Within twenty-four (24) hours from notification date	Thompson will coordinate with the Debris Contractor to ensure that the County Debris Management Sites (DMS) meet all FDEP requirements.
<b>8. Deploy Field Supervisors / Field Supervisors</b>	
Within twenty-four (24) hours from notification date	Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ration is encouraged by FEMA.
<b>9. Damage Complaint Tracking</b>	
Concurrent with field operations	Thompson will assign a unique work order to each damage complaint and track the actions taken, responsible sub-contractor, and satisfactory/unsatisfactory resolution in a report, by Service Area that may be tracked through GIS.

Task / Mobilization Time	Description
<b>10. FEMA Consultation</b>	
Within seventy-two (72) hours from federal declaration	Thompson has recent experience with FEMA’s new delivery model using Grants Portal and, at the direction of the County, is prepared to participate in project scoping meetings with FEMA.
<b>11. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)</b>	
2-3 weeks after debris operations begin (subject to need)	Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs.
<b>12. Private Property Debris Removal Monitoring</b>	
TBD, based on input from FDEM and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions.
<b>13. Specialized Debris Removal Monitoring</b>	
TBD, based on input from County, FDEM, and FEMA	Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, vessel and vehicle removal, and the removal of debris and sediment from storm drains, catch basins and other public facilities.
<b>14. Monitor Beach Scraping, Stockpiling, Screening, Placement and Shaping</b>	
TBD, based on input from the County, FDEM, and FEMA	Thompson will work with the County to provide a cost and quality analysis of various sand sources and recovery methods. Thompson will also work with the County and the County’s contractor to design and implement a plan for removing debris laden sand and restoring its beaches to pre-storm condition.
<b>15. Accumulate Daily Field Data</b>	
Immediately following the start of ROW and hazardous tree programs	Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program
<b>16. Reconcile Contractor Invoices</b>	
Weekly following the start of ROW and tree programs	Thompson will comply with the invoicing and payment term in the debris removal contract.



### Debris Program Implementation

Thompson will assist the County in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the County to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of

the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols



### Estimation Methodology

With experience assisting local governments in disaster response and recovery for a variety of events, ranging from the costliest hurricanes in our nation’s history to relatively smaller disasters including minor storms and localized flooding, Thompson has recognized that responsiveness and adaptability are critical to success. Thompson stands ready to serve the County in any capacity. Our approach to services can be transformed to fit a particular task or event in effort to best meet the County’s recovery goals by taking the most efficient and cost-effective actions.

For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation. The estimated quantities produced by the model have a predicted accuracy of ± 30%.

Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and aerial drone flyover assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. Aerial drone flyover assessments are important because they provide Thompson with the ability to gage the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

### Forecasted Debris Types and Resource Estimates

Debris types from disaster events may include items such as vegetative debris, construction and demolition debris, household appliances, household furnishings, sediment, sand, household hazardous wastes, and vehicles. This debris may have to be removed from a variety of physical environments, including on and near roadways, underwater in canals and lakes, or even hanging in large trees. Debris types, volumes and locations can require many different removal and disposal techniques.

The total amount of debris generated by any particular disaster will depend on the location and type of event experienced, as well as its severity, duration, and intensity. Thompson understands that the crew numbers and subsequent monitor requirements are subject to change based on the actual incident. We have developed this estimate to demonstrate to the County that we have the capacity and experience to develop a flexible, scalable staffing plan that addresses the County’s needs. For planning purposes, the table below summarizes the impacts that various hurricane categories could have on the County:

Table 8-2: Disaster Impact and Resource Estimates

Description	Category 1	Category 2	Category 3
Total Debris	1,063,106 CY	4,252,424 CY	13,820,378 CY
Avg Daily ROW Crew/Monitor/ADMS Requirement	28	55	120
Avg Daily DMS Monitor/ADMS Requirement	4-6	8-10	12-14
Required Land Area for DMS	39 Acres	153 Acres	497 Acres
Est Time to Complete Debris Removal	60 Days	120 Days	180 Days
Load Transactions	26,578	106,311	345,509
Unit Rate Transactions	21,262	85,048	276,408

### Single/Multiple Debris Removal Contractor Coordination

Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the County and its debris removal contractors. As soon as the County is within the cone of certainty for a tropical system or immediately following passage of a no-notice event, Thompson will begin coordinating with the County and County contractors to synchronize mobilization and response activities. These activities may include:

- **Identification/confirmation of equipment staging area:** If a staging location is identified during planning sessions and the site is compromised/unavailable due to the event, Thompson will work with the contractor to identify an area outside of the impacted zone to stage equipment and begin equipment certification.
- **Damage assessment:** Thompson will perform damage assessments with the County and County contractors to determine the scope of the damage, identify the need for special debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. This information will allow Thompson and the County contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.
- **Emergency push:** Thompson will work with the County and contractor(s) to ensure that all hours and activities are well documented to substantiate FEMA reimbursement. Thompson will also work to expedite 70-hour push activities, focusing on the County's list of priority roadways, while ensuring that the period of performance adheres to FEMA's eligibility standards and all labor and equipment time is tracked and documented.
- **Zone assignment to contractors and subcontractors:** Thompson will work with the debris removal contractors to coordinate and schedule the appropriate number of crews for each pass. Zone parameters will be entered into TDMS to generate detailed reports by zone, contractor, debris type, etc.
- **Discrete field management:** ADMS will be configured to discretely document and manage multiple contractors and the type of debris that has been approved for collection. For example, if a contractor is tasked only with the collection of vegetative debris, the ADMS devices will only be configured to that specific debris type. A monitor will not be able to issue a ticket for C&D debris if the hauler has only been approved to collect vegetative debris.
- **DMS permitting:** Thompson will ensure that each contractor obtains environmental authorization and/or permits for DMS sites. Thompson will also work with each contractor to obtain copies of permits for final disposal locations.

If the County decides to activate multiple contractors, Thompson will assign a field operations manager for each contractor activated to streamline communications and ensure quality control.

### Damage Assessment

At the request of the County, Thompson will coordinate aerial drone flyover assessments to facilitate debris estimation and collect post-disaster photographs and geographical data. At the direction of the County, Thompson will also assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

Table 8-3: Damage Assessment Tasks and Descriptions

Task	Description
Identifying Damaged Facilities	Thompson will assist with documenting the location of all damaged sites using GPS and annotated maps. Thompson will work with County to collect all necessary documentation to substantiate legal responsibility, maintenance, lease/rental agreements, and improvement plans.
Documenting Damage	Thompson will document the damage to each facility by taking photographs and developing maps and diagrams to outline the specific location and extent of the damage. The diagrams and associated photographs will capture damage dimensions, materials, and the size or capacity of the damaged elements.
Documenting Work and Cost	Information describing work and cost will be broken down by Category of Work (A-G). Thompson will prepare work and cost estimates by gathering documentation associated with Force Account Labor, Equipment, Leased Equipment, Supplies, Contract Labor, and Materials. Thompson will also document any mutual aid received by the County.
Other Considerations	Thompson will help the County navigate other PA program considerations including codes and standards, repair vs. replacement, hazard mitigation, as well as unique considerations for each category of work.

Proposed Meetings

Thompson is prepared to meet with the County Debris Manager, County Stakeholders, and representatives from FEMA, FDEM, FDEP, and other agencies on a daily basis at a time and location specified by the County. To the extent necessary, Thompson will help the County secure a meeting location. Thompson recommends that project stakeholders conduct a daily briefing while the EOC is fully operational and re-evaluate the frequency of meetings after the first 14 days of project operations. Thompson will provide minutes of all meetings within 3 business days after the meeting occurs.

Methods for communicating with County Emergency Staff and Teamwork Assignments

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the County and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate County staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the County and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

Response Time by Task

In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the County’s needs and effectively manage the deployment of personnel and resources. For example, if the County is within a cone of certainty for severe weather, Thompson will deploy a representative to meet with the County 48 to 72 hours prior to the anticipated event. Thompson’s response times by task are summarized in Table 8-4.

Table 8-4: Thompson Task Response Times

Response Time	Task Description
<b>Immediately</b> after notification	Thompson will report to the County’s EOC
<b>No more than 24</b> hours after notification	Thompson ready to assist the County with truck certification
<b>No more than 24</b> hours after notification	Thompson ready to staff public drop-off sites and other County locations
<b>No more than 24</b> hours after notification	Thompson to have monitors ready for ROW debris removal operations
<b>No more than 48</b> hours after notification	Thompson to have monitors ready for hazardous tree removal operations

Prior to known events, Thompson will stage personnel and equipment at our headquarters in Lake Mary, Florida. Upon receipt of a Notice-to-Proceed, Thompson will deploy the following project initiation teams to the County responsible for the County’s contract deliverables:

- Debris Management Consultant
- Project Quality Assurance Team
- Project Administrative Team

The Project Quality Assurance Team will consist of the Project Manager and six to ten Field Supervisors, based on the severity of the event. In addition to providing surge support to the County, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all Field Staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the County to support the monitor on-boarding process, including:

- Employee application reviews
- Drug testing and Department of Motor Vehicle records checks
- Health and Safety Plan Implementation
- Debris Monitor Training

Onboarding and Training of Employees

Following an event, Thompson will establish several local field offices throughout the County from which to perform recruiting, onboarding, and training. These activities will be coordinated and supported from our headquarters in Lake Mary, Florida. Thompson will also make every effort to hire residents from within the County to serve as debris monitors. This effort will help skilled residents participate in the County’s recovery efforts with a meaningful impact and earn a competitive hourly wage.

In accordance with FEMA FP-104-009-2, Thompson will train debris monitors, County employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site’s (DMS), and final disposal locations
- The ability to differentiate between debris types

- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the County, FDEM, FDEP, and FEMA

**Ability to Onboard and Train within 24 Hours**

Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time. Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of existing candidates to serve as field monitors.

Table 8-5 below outlines Thompson’s local hire tasks and timelines to ensure that we deploy trained, safe, drug-free local hires within 24 hours of a notice-to-proceed and fully staff the project within 72 hours of receipt of notice to proceed.

**Table 8-5: Local Hire Task Summary**

Task	Timeframe (to meet or exceed)	Comments
Local Hiring Recruiting (non-event)	Year-round	When no task order is imminent, Thompson pro-actively develops a pool of local hire candidates.
Local Hiring Recruiting (activation known)	12 to 48 hours	Once activated, Thompson Project Administrative team can recruit and onboard 100 local hires per day. Thompson initiates on-boarding 72 to 96 hours prior to known disaster events.
Drug-testing	12 to 48 hours	Thompson requirement for employment
Driver Motor Vehicle Record Check	12 to 48 hours	Thompson requirement for employment
Safety Training	12 to 48 hours	Thompson requirement for employment
Continued on the Job Safety Training	48 to 72 hours	Thompson requirement for employment
Debris Monitor Training	12 to 48 hours	Thompson requirement for employment
Automated Debris Management System Training	12 to 48 hours	Contract specific requirement
Issuance of Personal Protective Equipment	24 hours	Issued by Project Administration team upon completion of Safety Training
Project is fully staffed	<72 hours	Project will be fully staffed within 72 hours of notice to proceed

**Health and Safety Plan Implementation**



Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for our employees, including temporary field staff. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

At project initiation, Thompson will implement a Health and Safety Plan (HASP) that outlines site-specific precautions to be taken to avoid and mitigate the risk

of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HASP will outline that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide the following personal protective equipment to collection monitors, debris management site monitors and field supervisors:

- Hard hat
- Reflective vest
- Safety glasses
- Hearing protection

In addition, Thompson will ensure that all collection monitors, debris management site monitors and field supervisors report to work with the following personal protective equipment and communication equipment:

- Cell phone
- Protective shoes
- Long pants
- Hot, cold, and/or wet weather gear
- Sunscreen and supply of bottled water

Thompson's safety program is focused on Thompson monitors and field personnel. The safety of debris removal crews is the responsibility of the debris removal contractor(s).

#### Measure and Certify Trucks by FEMA PAPPG Standards

Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions and unit rates in the County's debris removal contract. In order to comply with these standards, Thompson has observed and recorded the following information during truck certifications:

- Valid driver's license of truck operator
- Valid truck registration and insurance
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to each side of the debris removal truck.

#### Deploy Loading Site Collection Monitors

Thompson will deploy a debris removal collection monitor for each mechanized piece of loading equipment deployed by the Contractor unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from County ROW and other



collection zones identified and approved by the County. The Thompson collection monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e. hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using ADMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problem (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues the Thompson Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes and other public property as a result of debris removal operations including photos, owner information, and circumstances of the damage
- Ensuring all white goods and Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes are segregated, handled, loaded and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by FDEP
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Other duties as directed by the debris management project manager or designated County personnel



### Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with Right-of-Way debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS

coordinates. The Thompson leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed as defined by FEMA PAPPG from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the County's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

## Deploy Debris Management Site Monitors

Thompson will work with the County and its contractor to establish the appropriate number of Debris Management Site (DMS) and staff it with a DMS Monitor. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS Monitors are responsible for observing and recording the following information:



- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to insure that trucks are completely unloaded at the DMS
- Ensure white goods and Freon containing appliances are sorted and ready for Freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and remove all oils, solvents, and refrigerants
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Ensure site safety and security

## Residential Drop-Off Sites

Thompson will work with the County to establish residential drop-off sites that can accommodate residents eager to remove debris from their property. Thompson will work with the County and the debris management contractor to establish site security, published hours of operation, and closure dates to prevent illegal dumping and manage public expectations. Thompson will provide a monitor at each County residential drop-off site to capture all documentation to substantiate residential drop-off site operations in accordance with FEMA policy. Drop-off site Monitors are responsible for observing and recording the following information:

- Ensuring that only County residents are using the site by validating identification and address via driver's license, property tax statement, utility billing, or other method approved by the County
- Recording the address of the eligible site users
- Recording the type and quantity of debris brought to the site
- Recording and provide a copy of the completed load ticket using ADMS
- Photographing debris, as directed by the County, to verify the source and debris type
- Assisting with communicating to residents the proper handling and disposal practices
- Distributing debris information via flyers and other methods approved by the County

## Debris Disposal Diversion

Thompson will work with the County and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage



operations are documented separately to substantiate retainage of salvage proceeds in accordance with the current FEMA guidance and policy.

### Deploy Field Supervisors

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Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to efficiently and effectively oversee, document, and substantiate debris removal efforts. Thompson Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by Thompson field staff to substantiate debris removal operations

### Damage Complaint Tracking

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Thompson field supervisors will have the primary responsibility for damage report tracking and resolution. Thompson will assign a unique Work Order number to each damage complaint and will track the Work Order by the GPS coordinate of the complaint. A map will be maintained of all damage related Work Orders. Thompson will maintain the following information for each damage complaint Work Order and organize Work Orders by Precinct:

- Work Order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions taken by the responsible party
- Photographs/other evidence of repair
- Cost summary, if available

### FEMA Consultation

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To the extent that it is required by the County, Thompson will serve as a liaison between the County, FDEM and FEMA to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide.

Thompson will work with the County, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the County's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

To the extent necessary, Thompson will provide the County with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the County and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

## Ordinance Review to Determine the Best Method to Perform Private Property Debris Removal

Thompson's proposed management team has previous experience with reviewing local ordinances and designing a private property debris removal (PPDR) program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Alabama, Mississippi, Louisiana, and Florida. In order to ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the County with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical in order to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that County residents in need are able to participate in the program.

## Private Property Debris Removal Monitoring

Upon review and approval of a proposed PPDR program by FDEM and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal



In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR "packet" that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/FDEM Approval
- FEMA Historic Preservation (HP) review and approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

## Special Debris Removal Monitoring

The damage caused by hurricanes often necessitate the need for special debris removal programs which include, among others:

- Waterway debris removal
- Parks debris removal

- Abandoned vehicle/vessel removal

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the County’s contractors, FEMA, FDEP, NRCS and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities.

Special debris program monitors will be responsible for:

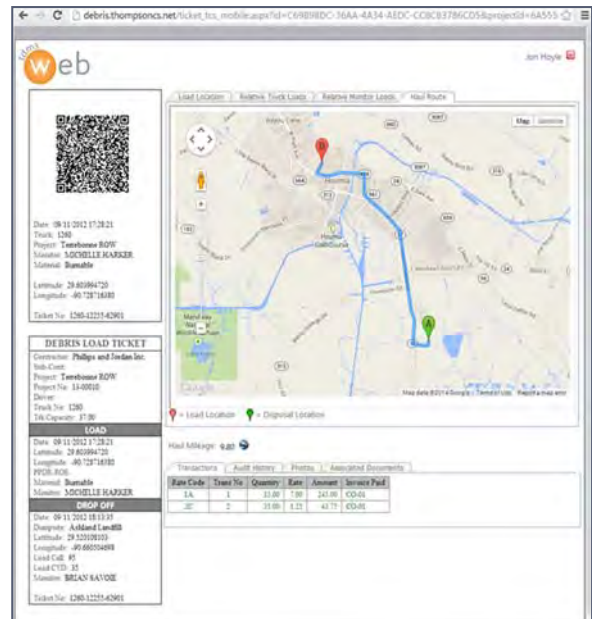
- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEP and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the County’s contract (i.e. linear foot)
- Ensuring vehicles or vessels are abandoned, e.g. the vehicle or vessel is not the owner’s property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

### Accumulate Daily Field Data

Thompson uploads daily debris collection and disposal information from our ADMS system into a secure electronic disaster debris data management system that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collections and disposal location.

Thompson will plot daily collection totals using GIS software and provide the County with a map of daily collection operations and cumulative debris removal to date. Thompson’s graphical reporting tools can provide the County with the collection information needed to make critical decisions and report progress to the public.

In addition, the Thompson data management system will serve as an electronic clearinghouse for photographs, electronic “ticket” transaction images, and other field reports developed to document the debris removal operation.



The following information further outlines Thompson's data management operations and capabilities. Our scalable approach has been developed to accommodate both small and large scale activations and multiple debris removal contractors.

### Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson queries and reviews truck certifications, load transactions, and unit rate transactions. This data is then used for the following purposes.

### Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data management system to provide QA/QC through standard data queries. Such queries and parameters include:

- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Thompson cross references real-time data with boundary GIS mapping provided by the County. Any outliers are provided to the County and Contractor for review and resolution.

### Reporting

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the County. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- Percent of total estimate complete
- By GIS grid
- By Service Area
- By voting precinct
- By County political district (council districts, commission district, etc.)
- FEMA eligible versus state aid eligible
- Quantity by DMS
- By material type (vegetative, C&D, white goods, etc.)

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

In addition to the cumulative debris collection and financial report, Thompson will coordinate with the contractor to provide morning summaries that will address the following:

- Number of crews deployed

- Types and quantities of equipment deployed
- Equipment/crew/monitor assignments (area/zone)
- Status of DMS operations
- Changes in operational status or problems encountered since previous report

### Reconcile Contractor Invoices

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the County. In order for contractor payments to be verified as accurate and correct Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the County. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the County. Thompson’s payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

### Timekeeping QA/QC

After operations conclude each evening, Thompson will perform QA/QC on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field for employee review and approval. Any discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.

### Added Value Services

Part of Thompson’s commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with County leadership and staff. Following contract award, Thompson will coordinate training schedules with the County to provide departments and key staff members training which will address prioritized topics, as requested by the County. Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the County in future disasters, or participate in exercises related to the County’s disaster preparedness, response, and recovery. A listing of sample services that can be provided to the County is outlined in the table below.

Table 8-6: Emergency Management Planning and Training Services

Service	Description
1. Mitigation Planning and Support	Develop hazard mitigation plans (HMP) to provide the County strategies to implementing long-term resiliency measures. Conduct or train County staff to prepare Benefit-Cost Analyzes, provide project management support, train County staff in environmental and historical requirements of mitigation programs, and augment County staff to complete mitigation applications and projects.

Service	Description
2. Comprehensive Emergency Management Planning	Prepare, review, and revise Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), and/or additional plans to provide the County with written and exercised guidance to assist in future disasters and emergencies.
3. Disaster Debris Management Plans (DDMP)	Provide hands-on guidance during the County’s planning strategies. Manage DDMP development stages and prepare final plan. Update regularly to ensure accuracy.
4. FEMA Public Assistance (PA) Training	Conduct training courses on the FEMA PA program with County officials and key departments expected to incur costs. Discuss eligibility and documentation requirements, as well as best-practices to help maximize likelihood of receiving reimbursement while minimizing the County’s administrative burden.
5. Identification of Debris Management Sites (DMS)	Identify and rank multiple potential DMS sites and submit to the County for approval and action.
6. Procurement Assistance	Offer procurement assistance related to contracting with debris removal contractors, engineering or architectural firms, and additional contractors relevant to the County’s response and recovery efforts. Thompson will ensure procurements are in compliance with the County, FDEM, and FEMA requirements so that funding is not jeopardized due to improper procurement practices.
7. Project Management	Provide long-term project management support for permanent work projects, mitigation activities, and other grant-funded projects. Management of task forces assigned to project, County stakeholders, and County contractors.
8. Executive Guidance to County Commissions, Boards, and Panels	Subject-matter and program management expertise to ensure County leadership is knowledgeable of the County’s response and recovery status as well as involvement in federal programs.
9. Public Information Support	Provide technical support and assistance in the development and disbursement of public information notices. Conduct community outreach meetings, host telephone call centers, and provide general public relations support as requested.
10. Other Training and Assistance as Requested by the County	Thompson is prepared to provide additional training or assistance requested by the County as related to debris removal and monitoring, grant management, emergency management, and additional County concerns that may arise.

### Simultaneous Contract Mobilizations

Thompson recognizes that each disaster situation is going to be different. Although we will always be able to leverage our extensive experience and capabilities, we will also have to be prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges. In order to do this, Thompson promotes a collaborative working relationship with our clients and their debris removal contractors.

Recent disaster incidents, including Hurricanes Florence and Michael in 2018, Hurricanes Harvey, Irma and Maria in 2017 and Hurricane Matthew in 2016 have tested and enhanced Thompson’s managerial capabilities, especially in the State of Florida. These disaster incidents have resulted in regional, nearly state-wide and multi-state response operations. Hurricanes Michael and Florence made landfall within one month of each other and required simultaneous disaster response operations for nine (9) clients in North and South Carolina and six (6) clients in Florida and Georgia. Following Hurricane Irma, Thompson was activated by, and successfully responded to 47 clients within the State of Florida, including Lee County, Volusia County and the Solid Waste Authority of Palm Beach County, some of the hardest hit and largest debris removal missions throughout the State. In 2016 when a massive flooding event devastated the



greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States, Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. At peak times following Hurricane Irma in Florida alone, Thompson had deployed over 1,600 field staff, and nearly 1,200 pieces of ADMS equipment. Through these recent events Thompson worked closely with our clients and many different debris removal companies to work through the following challenges:

**LOGISTIC CONSIDERATIONS:** When addressing a multi-state disaster response such as Hurricane Matthew, Thompson's debris removal monitoring assignments were extended over a large area including south central Louisiana and spanning nine hundred (900) miles along the Atlantic coast from Palm Beach County, FL to Norfolk, Virginia. In order to address client specific field personnel and equipment needs, Thompson implemented several operational hubs in six (6) states with runner and logistics support to all projects.

**LARGE SCALE ADMS DEPLOYMENT TO MONITOR ALL TYPES OF DEBRIS COLLECTION:** Thompson's ADMS deployment following Hurricanes Harvey, Irma and Maria in 2017 was one of the largest simultaneous ADMS deployments in history, with over 1,300 units deployed to over 55 work locations. Thompson's ADMS units were configured to monitor the collection of nearly 15 million cubic yards of disaster related debris. Thompson's ADMS system was configured to monitor the removal of vegetative, construction and demolition (C&D), white goods, household hazardous waste, animal carcasses, sand, waterway, and private property debris removal.

**STAFFING EXECUTION PLAN:** Thompson maintains a professional recruiting and staffing department in house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network of over 1,000 potential field monitors on call to supplement monitors sourced locally. When tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area following Hurricane Matthew, Thompson relied on dedicated resources that owned the ramp-up process. We did not, and do not currently, rely on any third party staffing firms that do not understand the disaster business. This was critical to our success with the Hurricanes Matthew, Irma and Michael mobilizations.

**RAPID MOBILIZATION:** During these recent disasters, many of Thompson's clients elected to participate in the Public Assistance Alternative Procedures (PAAP) Pilot Program for Debris Removal and tasked Thompson and the debris removal contractors with expedited debris removal schedules. Thompson, the debris removal contractors, and the clients were highly motivated to complete debris removal operations as quickly as possible. Thompson was able to handle the great deal of operational pressure associated with monitoring expedited debris removal operations, and over 90% of the work that we monitored was completed within 90 days.

# SECTION 9

## QUALIFICATIONS

### Qualifications and Experience

Thompson has experience in all aspects of emergency debris management, to include planning, operations, management, monitoring and accounting systems. Our consultants have performed debris monitoring and grant administration services for over **45** Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. Our staff has monitored the federally reimbursed removal of over **85** million cubic yards of debris on behalf of over **250** different local and state government agencies across the United States.

### Disaster Debris Management Planning and Training

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Thompson has leveraged the lessons that we have learned from managing previous disaster debris programs as well as our strong regulatory knowledge and capabilities to develop a number of comprehensive debris management plans (DMP). Thompson works closely with our clients throughout the DMP development process to make certain the resulting plan is both in accordance with the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide and the Alternate Procedures Pilot Program for Debris Removal, and contains the components critical to the success of a debris removal operation. The following plan elements are generally developed and part of Thompson's approach to DMP development:

- Hazard assessment and debris forecasting
- Resource requirements modeling
- Debris management site evaluation
- Debris removal zone development and mapping
- Disposal capacity assessment
- Sample press releases
- Procurement documents for debris removal and monitoring services
- Special program guidance for leaning tree/ hanging limb removal, private property debris removal (PPDR), waterway debris removal, etc.

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with County leadership and staff. ***As a current contract holder for debris monitoring services with the County, Thompson has participated in the County's annual Emergency Preparedness Meeting since 2015.*** We are committed to providing the County departments and key staff members training which will address prioritized topics, as requested by the County. Thompson can also provide a variety of planning services, training programs, and tools and templates that can be utilized by the County in future disasters, or participate in additional exercises related to the County's disaster preparedness, response, and recovery.



## Debris Removal Programs

Thompson's proposed team of disaster response and recovery experts have responded to some of the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson's consultants have experience with all of the following disaster recovery programs.

### Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterways debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

## Special Services Debris Removal Programs

Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel and vehicle recovery, etc. as service offerings that our clients expect following a disaster event. Thompson's consultants have extensive and unique experience with private property debris removal and demolition housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years. In addition, Thompson has extensive waterway/coastal recovery experience, including waterway, wetland and beach sand removal and restoration monitoring. A sample of Thompson's extensive experience with special debris removal monitoring programs includes, but is not limited to:

- Puerto Rico Infrastructure Financing Authority: Private Property Debris Removal and Demolition
- City-Parish of East Baton Rouge: C&D, HHW, E-Waste, White Goods
- SC Department of Transportation: Leaning Trees/Hazardous Limbs
- New York City: Abandoned Vehicle Recovery
- Hancock County: Animal Carcasses
- Sevier County: Private Property Debris Removal
- City of Tuscaloosa: Structural Demolitions
- City of Gulfport: Food Waste
- City of Fort Lauderdale: Beach Sand Removal and Restoration
- Alabama State Port Authority: Wetland Debris Removal
- Aiken County, South Carolina: Waterway Debris Removal

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### Experience and Knowledge of Environmental Requirements

In addition to our disaster related debris removal monitoring and grant administration experience, Thompson stands fully equipped and prepared to assist the County as needed with services related to permitting, solid waste management, hazardous waste management, asbestos abatement, lead based paint testing and other environmental and engineering inspection requirements. Our Environmental Group was established in 1982 and is comprised of 30+ environmental engineers, water/wastewater engineers, geologist, biologist, NEPA specialists, GIS specialists, soils scientists, hazardous materials managers, asbestos and lead-based paint specialists, storm water and erosion control experts, safety professionals, inspectors, and technicians. Our environmental experience extends back 29 years and a sampling of our solid and hazardous waste management project experience is shown below:

Table 2-2: Solid and Hazardous Waste Management Experience

Project	Scope
Gulf Village Housing Project, Mobile Housing Board	Provided asbestos and lead-based paint inspections and abatement specifications for 200 housing units.
ExxonMobil Offshore Platform Decommissioning	Provided asbestos and lead-based paint surveys, Naturally Occurring Radioactive Material (NORM) survey, hazardous waste identification, disposal coordination, and Contractor oversight.
Alabama Dept. of Transportation, On-Call HAZMAT Services	Provided Environmental Assessments; and soil and groundwater sampling and remediation.
Alabama State Port Authority, Monitoring Well 8-S	Provided subsurface investigation, monitoring and sampling, Environmental Assessment, site development, geotechnical engineering, contouring/geo-statistics, risk assessment, data management, Corrective Action Remediation, plans and specifications, and construction management to characterize areas of concern, define contamination sources and extent of contamination.
Kerr-McGee Waste Surface Impoundment Closure	Provided permitting, engineering design, GIS, regulatory certification and reporting, field investigations, remedial design, construction management, and construction engineering inspection that involved the closure of 29-acres of wastewater ponds, 61 monitoring wells and 5-60' deep recovery wells.

### Disaster Cost Recovery and Reimbursement Processes

Thompson’s consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson’s goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

#### Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance



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Thompson recently assisted the South Carolina Department of Transportation with FEMA Public Assistance consulting services following a major ice storm in 2014 and more recent flooding event in 2015. This work has resulted in developing both small and large project worksheets totaling over \$195,000,000 in disaster funding.

### Grant Application, Administration, and Management

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Thompson’s experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than \$3.5 billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs, including the following:

- Federal Emergency Management Agency
  - Public Assistance (PA)
  - Hazard Mitigation Grant Program (HMGP)
  - Pre-disaster Mitigation (PDM)
  - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
  - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
  - Community Development Block Grant (CDBG)
  - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
  - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Before, during and after a disaster incident our team can draw upon our knowledge and experience in working with a variety of funding sources to assist in developing and implementing a variety of recovery and mitigation programs.

### Project Experience Summary

#### Experience with Volusia County

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Thompson has been one of the County’s designated disaster debris removal monitoring services provider since 2015. Over this time, Thompson has assisted the County with disaster debris removal monitoring, cost recovery and related grant management services, debris management contract procurement assistance, and debris management planning services.

Following Hurricane Irma Thompson provided debris monitoring and public assistance consulting services to Volusia County. In total, Thompson monitored the removal of over 850,000 cubic yards of debris and over 12,000 hazardous leaning trees, hanging limbs and stumps. This project included coordination with two different debris contractors and required monitoring at four debris management sites and three disposal sites. Thompson also provided FEMA Public Assistance Consulting services and expects the County to recover approximately \$30 million in reimbursement for Hurricane Irma related costs.

Shortly after the completion on Hurricane Irma debris recovery operations, the County selected Thompson to perform an update to their existing disaster debris management plan (DDMP). Thompson provided the County with an updated plan in accordance with current FEMA Public Assistance Policy and Procedures guidance. This also included revamping the County’s debris collection and removal strategy and documentation on debris management sites (DMS).

Thompson has also assisted the County in preparing procurement documents for disaster debris removal and disposal services. Thompson aided in reviewing scope of work requirements as well as pricing configurations for the request of proposal package/solicitation. Following open solicitation,



Thompson assisted the County in reviewing each proposal response and providing the County with an "apples to apples" comparison of the submissions.

Record of Prior Successful Experience

Thompson has an exceptional record of performance on our previous and existing contracts. The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the County and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring. In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management and FEMA reimbursement. A comprehensive staff experience matrix is included in Exhibit 9-1.

Leon County, Florida

October 2018 – January 2019

Hurricane Michael Debris Removal Monitoring

Debris Quantity: 900,000 CY

**Summary:** In anticipation of widespread storm damage from Hurricane Michael, Leon County activated its storm-related debris collection efforts days before the storm. This included activating the County’s stand-by debris hauling contractor and Thompson for debris removal monitoring services. Even with the majority of the County still without power, Thompson worked diligently to recruit local residents to serve as debris removal monitors so that debris removal operations could begin as quickly and as safely possible.

Thompson and the County’s debris removal hauler worked closely with the County and the City of Tallahassee to conduct debris removal operations, as the City was simultaneously running a debris removal program as well. Thompson provided enhanced GIS support to assist in managing this effort and coordination between the two applicants. The County also required the use of Thompson’s drone and aerial imaging capabilities to perform pile volume measurements at various temporary debris management sites. Ultimately, Thompson monitored and substantiated the removal of over 900,000 cubic yard of debris from County right-of-way (ROW) and the removal of over 57,000 hazardous limbs, and 2,000 hazardous trees throughout the County.



City of Orlando, Florida

September 2017 – January 2018

Hurricane Irma Debris Removal Monitoring

Debris Quantity: 219,000 CY

**Summary:** Following Hurricane Irma, Thompson assisted the City in developing and executing a debris removal program. This included the use of three separate debris removal contractors at six debris management sites and two disposal sites. The City removed over 216,000 cubic yards of debris and more than 10,000 hazardous leaning trees and hanging limbs.

The City also performed some collection with force account resources. Thompson documented all activity to properly track debris removal work and costs performed by all parties so that the City could pursue reimbursement from FEMA.



Solid Waste Authority of Palm Beach County, Florida

October 2016 – February 2018

Debris Removal Monitoring & FEMA Grant Management Support

Debris Quantity: 2,300,000

**Hurricane Irma:** In preparation for the potential impacts of Hurricane Irma, a strong Category 4 hurricane, the Solid Waste Authority of Palm Beach County decided to activate its stand-by debris removal monitoring contract



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with Thompson. Following the passing of the storm and the allowance for safe reentry into the County, Thompson quickly mobilized to begin documenting debris removal efforts throughout the County. Thompson monitored debris removal in over 18 communities within the County, as well as documented all disposal loads brought to the SWA's landfills. Over 2.3 million cubic yards of debris was documented by Thompson.



**Hurricane Matthew:** When Hurricane Matthew brushed Palm Beach County in 2016, the Solid Waste Authority of Palm Beach County (Authority) did not immediately elect to activate their emergency debris removal contracts. When the Authority made the decision to supplement their franchise haulers debris removal capacity and activate its emergency disaster debris removal contractor, Thompson mobilized within 24 hours with experienced debris management personnel and full Automated Debris Management System (ADMS) capabilities. Within two weeks of activation, Thompson monitored the removal of 14,500 cubic yards of vegetative debris, with an emphasis on providing relief to hot spots within the County identified by the Authority and its customers. Thompson continues to support the Authority's recovery efforts with FEMA reimbursement support for contractor costs incurred as a result of Hurricane Matthew.

City of Daytona Beach, Florida

October 2016 – March 2017

Debris Removal Monitoring & FEMA Grant Management Support

Debris Quantity: 330,000 CY

**Hurricane Irma:** Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 117,077 cubic yards of debris, completing operations in less than three months.



**Hurricane Matthew:** Thompson assisted the City of Daytona Beach with their debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of 330,000 cubic yards of debris. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to prepare and review the City's documentation and FEMA project worksheets. Thompson's FEMA PA consultants have a seven-year history of performance with Daytona Beach.

**DDMP Update:** In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also conducted validity assessments of the City's pre-identified temporary debris management site locations.

Lee County, Florida

September 2017 – March 2018

Hurricane Irma Disaster Debris Removal Monitoring

Debris Quantity: 2,319,784 CY

**Summary:** As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson's contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.



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Thompson began operations immediately upon receiving a notice to proceed and working closely with the County’s debris removal contractor to quickly begin debris removal operations. Since September, Thompson has monitored the removal of over 1.7 million cubic yard of debris from County right-of-ways (ROW), and performed special debris removal programs including a commercial, parks, and utilities ROW removal monitoring. Thompson has also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson is working with the County to conduct debris removal from various waterways and canals throughout the County. Thus far, Thompson has substantiated the removal of nearly 5,000 CY of vegetation from County waterways.



City of Boynton Beach, Florida

September – November 2017

Hurricane Irma Debris Removal Monitoring

Debris Quantity: 14,600 CY

**Summary:** Following Hurricane Irma, the City of Boynton Beach utilized Thompson to perform debris removal monitoring services. Vegetative and construction and demolition debris was collected and brought to debris management sites managed by the Solid Waste Authority of Palm Beach County. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of over 14,000 cubic yards of debris and completed project operations within 60 days.

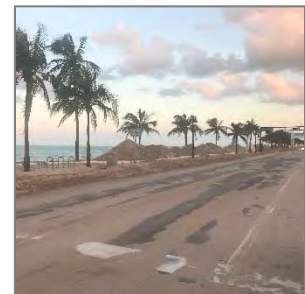
City of Fort Lauderdale, Florida

September – December 2017

Hurricane Irma Disaster Debris Removal Monitoring / PPDR

Debris Quantity: 460,000 CY

**Summary:** Thompson has maintained a stand-by debris monitoring contract with the City of Fort Lauderdale (City) for over five years prior to being activated following Hurricane Irma in September of 2017. During that time, Thompson performed annual debris training and disaster response process reviews with the City in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond.



In advance of Hurricane Irma, the City activated Thompson’s contract, and Thompson deployed a response team to the City immediately following passage of Hurricane Irma. Thompson began debris operations immediately with over 75 field staff ready due to our pre-deployment of resources. Thompson monitored the removal of over 460,000 cubic yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 12,000 trees and the complete removal of over 400 hazardous leaning trees. Thompson also worked closely with the City and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of debris from private property and gated communities. Furthermore, high wind and storm surge displaced nearly 60,000 cubic yards of beach sand onto A1A, City sidewalks, City parking lots, and other facilities including picnic areas and volleyball courts. The sand on A1A was pushed back to the beach entrances and onto the sidewalks during the emergency push, leaving massive 10 foot piles of sand covering the iconic the Fort Lauderdale Beach wave wall. Within hours of a notice to proceed, Thompson began coordinating with the City, County, FDEP and FEMA to begin emergency sand recovery and screening to remove the large piles and return the sand to the beach. Thompson coordinated with the Contractor to ensure project completion within an expedited debris removal schedule that allowed the City to quickly recover from the costly environmental and economic impacts of Hurricane Irma.

City of Deland, Florida

October 2016 – February 2017

Debris Removal Monitoring

Debris Quantity: 100,000 CY

**Summary:** As the City’s debris monitor, Thompson assisted the City of Palm Bay with their debris removal operations following the impacts of Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal



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monitors. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of 100,000 cubic yards of vegetative and construction and demolition debris.

Terrebonne Parish, Louisiana

June – Aug 2019 / Sept – Oct 2012

Hurricane Recovery / Debris Removal Monitoring

Debris Quantity: 52,000 / 56,000 CY

**Hurricane Barry:** Following Hurricane Barry, the Parish activated Thompson to assist in monitoring and documenting debris removal efforts. Thompson immediately mobilized to the Parish and began implementing debris removal monitoring operations. In just two weeks, Thompson substantiated nearly 52,000 cubic yards of debris and assisted the Parish in a swift and efficient recovery operation.

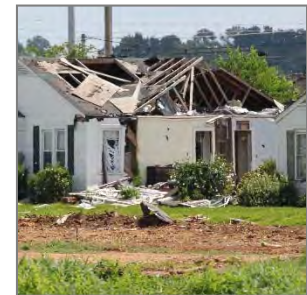
**Hurricane Isaac:** After Hurricane Isaac made landfall, Thompson immediately responded to Terrebonne Parish by deploying a field management team to train and on-board local residents to monitor and document emergency push and debris removal operations. As Isaac’s eye passed over the Parish, high winds and heavy rainfall generated debris and downed trees and power lines throughout the Parish. Thompson worked with Terrebonne Parish on an expedited debris removal schedule, and after close coordination with the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), Louisiana Department of Environmental Quality (LDEQ), and FEMA, completed emergency time and materials as well as ROW debris removal in less than 30 days. In addition, Thompson assisted the Parish with the development and implementation of a leaner hanger program in Parish parks. Thompson managed and documented the removal of nearly 56,000 CY of debris in order to satisfy FEMA and State reimbursement requirements.

City of Tuscaloosa, Alabama

2011 – 2013

Tornado Disaster Grants Management / Cost Recovery Services

**Disaster Grants Management:** Thompson was selected by the City to assist with FEMA Public Assistance program application, administration and program management. Thompson supported the City with seeking reimbursement for over \$60 million of damages related to FEMA Categories B – G and spearheading the City’s effort to file insurance claims for an additional \$30 million in losses. The project required the submission of more than 100 project worksheets and the review of dozens of insurance claims. Also, in support of the City’s long term recovery efforts Thompson provided grant application development and program management for projects to be funded by several different grant programs including FEMA PA and HMGP programs and HUD CDBG program.



**HMGP Demolition Program Management:** The City of Tuscaloosa is widely regarded as ground zero of the crippling tornadoes of April 2011 that tore through central and northern Alabama. Following the devastating impacts of the tornadoes, the City prioritized projects from their Hazard Mitigation Plan that would best serve the public in similar future disaster events. Projects chosen for application include the acquisition and demolition of substantially damaged properties. Thompson provided the City with program management services to ensure efficiency of operations and compliance with HMGP requirements of the demolition program. Thompson assisted the City in initiating their disaster demolitions program, which included the acquisition and demolition of substantially damaged properties as a result of the tornadoes. FEMA approved over 200 properties for demolition. Thompson also provided training to the City’s staff to support the program, assisted in contractor procurement, and ultimately oversaw the documentation procedures for the program including monitoring of debris removal.

### Experience & Knowledge of Federal, State & Local Emergency Management

Our recent disaster recovery and debris monitoring experience in Florida, Georgia, Texas, South Carolina, Virginia, Louisiana, Mississippi, and Alabama demonstrates Thompson’s ability to comply with



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application requirements of the FEMA Public Assistance Alternative Procedures Pilot Program for Debris Removal as well as other guidance documents and eligibility requirements issued by FEMA. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to our own practices and procedures in order to best protect the clients we serve. For instance, our team is thoroughly versed and ready to implement the Public Assistance Program and Policy Guide (PAPPG) which incorporates and supersedes language from other PA Program publications including FEMA 325, 327 and the 9500 Series.

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed below is not exhaustive in nature, it is a sample of specific material which may shape the County's recovery. Our consultants understand the material contained in these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs in conjunction with local regulations and existing agreements. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

- Local/state government debris management plan/standard operating procedures
- Local/state government purchasing guidelines and manuals
- Local government code of ordinances
- Local memorandums of understanding or mutual aid agreements
- FEMA Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Damage Assessment Operations Manual (April 5, 2016)
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

*Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.* Through past experience and lessons learned, we have been able to develop a fine tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects. The County receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever changing environment of debris monitoring and reimbursement assistance.

## Key Personnel

Thompson's staff of consultants is amongst the most educated, qualified and dynamic in the industry. We have detailed our proposed staffing for the County's contract and well staff qualifications, training and resumes in Section 6, Staffing Plan.

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# EXHIBIT 9-1

## STAFF EXPERIENCE MATRIX

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Exhibit A-1 Supplemental Scope of Work

# Thompson Consulting Services

## Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
<b>TROPICAL STORM IMELDA 2019 – PRESENT</b>																
EVENT TOTAL CUBIC YARDS – TBD																
City of Beaumont, TX	4466	3,850	◆		◆		◆						◆			
City of Liberty, TX	4466	TBD	◆		◆		◆						◆			
<b>HURRICANE DORIAN 2019 – PRESENT</b>																
EVENT TOTAL CUBIC YARDS – TBD																
Currituck County, NC	4465	TBD	◆		◆		◆	◆					◆			
Dare County, NC	4465	TBD	◆		◆		◆	◆					◆			
<b>HURRICANE BARRY 2019</b>																
EVENT TOTAL CUBIC YARDS – 87,359																
Terrebonne Parish, LA	4458	50,790	◆		◆		◆						◆			
City-Parish East Baton Rouge, LA	4458	36,569	◆		◆		◆						◆			
<b>HURRICANE MICHAEL 2018 -2019</b>																
EVENT TOTAL CUBIC YARDS – TBD																
Leon County, FL	4399	1,043,757	◆		◆		◆	◆					◆			
City of Tallahassee, FL	4399	427,650	◆		◆		◆	◆					◆			
Gadsden County, FL	4399	1,524,442	◆		◆	◆	◆	◆					◆			
Jackson County, FL	4399	122,956	◆		◆	◆	◆	◆					◆			
Tyndall Air Force Base, FL	4399	57,466					◆						◆			
Georgia Department of Transportation	4400	184,527	◆		◆		◆						◆			
Thomas County, GA	4400	45,031	◆		◆		◆	◆					◆			
<b>HURRICANE FLORENCE 2018 – 2019</b>																
EVENT TOTAL CUBIC YARDS – TBD																
Town of Bogue, NC	4393	8,915	◆		◆		◆						◆			
Carteret County, NC	4393	1,507,059	◆		◆	◆	◆						◆			
Cumberland County, NC	4393	1,319	◆		◆		◆						◆			
City of Jacksonville, NC	4393	269,383	◆		◆		◆	◆					◆			
Dept. of Transportation, NC	4393	14,153	◆		◆		◆	◆					◆			
Town of Swansboro, NC	4393	30,816	◆		◆		◆	◆					◆			
<b>HURRICANE MARIA 2017 - 2019</b>																
EVENT TOTAL CUBIC YARDS – 460,000																
Dept. of Transportation, PR	4339	1,275,612	◆		◆		◆	◆					◆			
<b>HURRICANE IRMA 2017 – 2018</b>																
EVENT TOTAL CUBIC YARDS – 12,000,000																
City of Altamonte Springs, FL	4336	68,144	◆		◆		◆	◆					◆			
City of Bonita Springs, FL	4336	536,487	◆		◆	◆	◆	◆					◆			
City of Casselberry, FL	4336	31,317	◆		◆		◆	◆					◆			
Citrus County, FL	4336	173,920	◆		◆		◆						◆			
Hendry County, FL	4336	300,110	◆		◆		◆	◆					◆			
City of Cooper City, FL	4336	153,376	◆		◆		◆	◆					◆			
City of Crystal River, FL	4336	3,142	◆		◆		◆						◆			
City of Daytona Beach, FL	4336	117,077	◆		◆		◆						◆			
City of Deland, FL	4336	129,377	◆		◆		◆	◆					◆	◆		
City of Delray Beach, FL	4336	173,674	◆		◆		◆	◆					◆			
City of Flagler Beach, FL	4336	27,515	◆		◆		◆						◆			
City of Ft Lauderdale, FL	4336	647,519	◆		◆	◆	◆	◆	◆				◆			◆
City of Ft Myers, FL	4336	331,986	◆		◆		◆	◆					◆			
Town of Ft Myers Beach, FL	4336	24,783	◆		◆		◆						◆			
Glades County, FL	4336	40,827	◆		◆		◆						◆			
Hernando County, FL	4336	118,699	◆		◆		◆	◆					◆			
City of Hialeah, FL	4336	211,704	◆		◆		◆	◆					◆			

# Thompson Consulting Services

## Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEIMA Category A&B Reimbursement Support
City of Inverness, FL	4336	10,238	◆		◆		◆						◆			
City of Lake Mary, FL	4336	55,826	◆		◆		◆	◆					◆			
City of Lakeland, FL	4336	260,084	◆		◆		◆	◆					◆			
City of Largo, FL	4336	54,992	◆		◆		◆						◆			
Lee County, FL	4336	2,319,785	◆		◆	◆	◆	◆				◆	◆			
City of Leesburg, FL	4336	27,118	◆		◆		◆	◆					◆			
Leon County, FL	4336	37,619	◆		◆		◆						◆			
City of Maitland, FL	4336	36,443	◆		◆		◆	◆					◆			
Manatee County, FL	4336	560,188			◆		◆	◆			◆		◆			
City of Margate, FL	4336	94,506	◆		◆		◆	◆					◆			◆
City of Miami Springs, FL	4336	165,755	◆		◆		◆	◆					◆			
City of Oak Hill, FL	4336	6,124	◆		◆		◆	◆					◆			
City of Orange City, FL	4336	47,722	◆		◆	◆	◆	◆					◆			
City of Orlando, FL	4336	216,508	◆		◆		◆	◆					◆			
City of Ormond Beach, FL	4336	157,371	◆		◆		◆	◆					◆			
City of Oviedo, FL	4336	39,208	◆		◆		◆						◆			
City of Palm Bay, FL	4336	253,867	◆		◆		◆						◆			
City of Stuart, FL	4336	17,851	◆		◆		◆	◆					◆			
Sumter County, FL	4336	116,322	◆		◆		◆	◆					◆			
Solid Waste Authority Palm Beach Co	4336	3,035,786	◆		◆		◆	◆			◆		◆			◆
City of Venice, FL	4336	12,817	◆		◆		◆	◆					◆			
City of Vero Beach, FL	4336	69,897	◆		◆		◆						◆			
Volusia County, FL	4336	858,138	◆		◆	◆	◆	◆			◆		◆	◆		◆
Chatham County, GA	4338	100,889	◆		◆		◆	◆					◆			
Georgia Department of Transportation	4338	27,559	◆		◆		◆						◆			
<b>HURRICANE HARVEY 2017 – PRESENT</b>																
EVENT TOTAL CUBIC YARDS – 3,000,000																
Aransas County, TX	4332	2,775,000	◆		◆	◆	◆	◆			◆		◆			
City of Beaumont, TX	4332	70,857	◆		◆		◆						◆			
City of Lake Jackson, TX	4332	4,281	◆		◆		◆						◆			
Newton County, TX	4332	8,859	◆		◆		◆						◆			
City of Santa Fe, TX	4332	22,690	◆		◆		◆						◆			
City of Texas City, TX	4332	22,400	◆		◆		◆						◆			
<b>TENNESSEE WILDFIRES 2016 – 2018</b>																
EVENT TOTAL CUBIC YARDS – 676:																
City of Gatlinburg, TN	4293	404:	◆	◆							◆		◆	◆	◆	
Sevier County, TN	4293	272:	◆	◆							◆		◆	◆	◆	
<b>HURRICANE MATTHEW – 2016-2017</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – TBD																
City of Norfolk, VA	4291	29,000	◆		◆		◆	◆					◆			
City of Southern Shores, NC	4285	20,000	◆		◆		◆	◆					◆			
Dare County, NC	4285	96,000	◆		◆		◆	◆				◆	◆			
City of Lumberton, NC	4285	26,000	◆		◆		◆	◆					◆			
SC Department of Transportation	4286	960,000	◆		◆		◆	◆					◆			◆
Chatham County, GA	4284	1,400,000	◆		◆	◆	◆	◆			◆		◆			
City of Effingham, GA	4284	11,000	◆		◆		◆	◆					◆			
City of Pooler, GA	4284	17,000	◆		◆		◆	◆					◆			
Georgia Department of Transportation	4284	180,000	◆		◆		◆	◆					◆			
City of St. Augustine, FL	4283	83,000	◆		◆		◆	◆					◆			◆
City of Orange City, FL	4283	13,000	◆		◆		◆	◆					◆			
City of Ormond Beach, FL	4283	170,000	◆		◆		◆	◆					◆			◆
City of Deland, FL	4283	57,000	◆		◆		◆	◆					◆			

# Thompson Consulting Services

## Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Daytona Beach, FL	4283	330,000	◆		◆		◆	◆					◆			◆
City of Palm Bay, FL	4283	99,000	◆		◆		◆	◆								
Solid Waste Authority Palm Beach Co.	4283	14,000	◆		◆		◆	◆					◆			
City of Vero Beach, FL	4283	27,000	◆		◆		◆	◆					◆			
<b>SEVERE STORMS &amp; FLOODING – 2016</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – TBD (Projects Ongoing)																
City-Parish of East Baton Rouge, LA	4277	1,800,000	◆		◆		◆		◆		◆		◆	◆		◆
City of Denham Springs, LA	4277	250,000	◆		◆		◆				◆			◆		◆
<b>SEVERE STORMS &amp; FLOODING – 2016</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 44,736																
Vernon Parish, LA	4263	7,706	◆		◆		◆						◆			◆
Newton County, TX	4266	37,030	◆		◆		◆						◆			◆
<b>SEVERE STORMS &amp; FLOODING – 2015</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 120,000																
SC Department of Transportation	4241	120,000	◆	◆	◆		◆						◆			◆
<b>SEVERE WINTER STORM PANDORA – 2015</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 271,000																
Putnam County, TN	4211	140,000	◆		◆		◆	◆					◆			◆
Fentress County, TN	4211	77,000	◆		◆		◆	◆					◆			◆
Overton County, TN	4211	54,000	◆		◆		◆	◆					◆			◆
<b>TORNADOES – 2014</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 144,000																
City of Adamsville, AL	4176	22,000	◆		◆		◆	◆					◆			◆
City of Graysville, AL	4176	80,000	◆		◆		◆	◆					◆			◆
City of Kimberly, AL	4176	20,000	◆		◆		◆	◆					◆			◆
Lee County, AL	4176	22,000	◆		◆		◆	◆					◆			◆
<b>SEVERE WINTER STORM PAX – 2014</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,930,000																
South Carolina DOT	4166	1,200,000	◆		◆		◆	◆	◆				◆			◆
Georgetown County, SC	4166	105,000	◆		◆	◆	◆	◆					◆	◆		◆
Marion County, SC	4166	25,000	◆		◆		◆	◆					◆			
Williamsburg County, SC	4166	40,000	◆		◆	◆	◆	◆					◆			
Aiken County, SC	4166	1,500,000	◆		◆	◆	◆	◆				◆	◆			◆
Allendale County, SC	4166	60,000	◆		◆		◆	◆					◆			
<b>HURRICANE ISAAC – 2013</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 950																
Iberville Parish, LA (Waterways)	4080	950	◆				◆					◆	◆			◆
<b>HURRICANE ISAAC – 2013</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,000																
AL Port Authority (Wetlands)	4082	1,000	◆									◆	◆			
<b>HURRICANE SANDY – 2012</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 125,000																
City of Hoboken, NJ	4086	25,000	◆	◆	◆								◆			◆
Town of Babylon, NY	4085	100,000	◆		◆								◆			
<b>HURRICANE ISAAC – 2012</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000																
Terrebonne Parish, LA	4080	56,000	◆		◆	◆	◆	◆					◆			◆
Denham Spring, LA	4080	9,000	◆		◆	◆	◆	◆					◆			◆
Hancock County, MS	4081	23,000			◆		◆		◆				◆			
Jackson County, MS	4081	4,000			◆		◆			◆						◆
<b>HURRICANE IRENE – 2011</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000																

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Saluda Residency, Virginia DOT	4024	100,000			♦		♦	♦								
Petersburg Residency, Virginia DOT	4024	75,000			♦		♦	♦								
Ashland Residency, Virginia DOT	4024	200,000			♦		♦	♦								
Chesterfield Residency, Virginia DOT	4024	15,000			♦		♦	♦								
City of Portsmouth, Virginia	4024	50,000			♦		♦	♦								
Brunswick County, Virginia	4024	25,000			♦		♦	♦								
<b>TORNADOES – 2011</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000																
City of Tuscaloosa, AL	1971	N/A		♦							♦		♦	♦	♦	♦
Calhoun County, AL	1971	350,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
Alabama DCNR	1971	100,000	♦		♦	♦	♦	♦	♦				♦		♦	
<b>TORNADOES – 2010</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 18,944																
City of Norman, OK <sup>[1]</sup>	1926	18,944	♦		♦		♦	♦	♦				♦			♦
<b>FLOODING – 2010</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 348,895																
City of Nashville, TN <sup>[2]</sup>	1909	275,540			♦		♦		♦				♦			
City of Cedar Rapids, IA <sup>[2]</sup>	1763	109,355	♦												♦	
<b>ROCK SLIDES – 2009</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000																
City of Chattanooga, TN	N/A	60,000	♦		♦	♦										
<b>SNOW STORMS – 2009</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 59,765																
Town of Spencer, MA <sup>[1]</sup>	1813	10,930	♦		♦		♦	♦	♦				♦			♦
Town of Sterling, MA <sup>[1]</sup>	1813	48,835	♦		♦		♦	♦	♦				♦			♦
<b>HURRICANE IKE – 2008</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 12,275,208																
City of Houston, TX <sup>[1]</sup>	1791	4,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Harris County, TX <sup>[1]</sup>	1791	2,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Galveston County, TX <sup>[3]</sup>	1791	1,400,000	♦		♦	♦	♦	♦	♦		♦		♦	♦		♦
City of Baytown, TX <sup>[1]</sup>	1791	1,000,000	♦		♦	♦	♦	♦	♦			♦	♦	♦		♦
Montgomery County, TX <sup>[1]</sup>	1791	871,452	♦		♦		♦	♦	♦				♦			♦
Fort Bend County, TX <sup>[1]</sup>	1791	415,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Dauphin Island, AL <sup>[1]</sup>	1797	50,000	♦		♦	♦			♦	♦	♦		♦			♦
Hardin County, TX <sup>[1]</sup>	1791	200,000	♦		♦		♦	♦	♦				♦			♦
City of Sugarland, TX <sup>[1]</sup>	1791	125,000	♦		♦	♦	♦	♦	♦				♦			♦
City of Missouri City, TX <sup>[1]</sup>	1791	97,238	♦		♦	♦	♦	♦	♦				♦			♦
<b>HURRICANE GUSTAV – 2008</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 968,727																
Terrebonne Parish, LA <sup>[2]</sup>	1786	296,039	♦		♦	♦	♦	♦	♦		♦	♦	♦		♦	♦
St. Landry Parish, LA <sup>[2]</sup>	1786	225,000	♦		♦	♦	♦	♦	♦		♦		♦			♦
Iberville Parish, LA <sup>[2]</sup>	1786	179,185	♦		♦	♦	♦	♦	♦				♦			♦
City of New Orleans, LA <sup>[2]</sup>	1786	136,559	♦		♦	♦	♦	♦	♦				♦			♦
City of Thibodaux, LA <sup>[4]</sup>	1786	78,820	♦		♦	♦	♦	♦	♦				♦			♦
St John the Baptist Parish, LA <sup>[1]</sup>	1786	53,124	♦		♦	♦	♦	♦	♦				♦			♦
<b>HURRICANE DOLLY – 2008</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 612,050																
Hidalgo County, TX <sup>[1]</sup>	1780	310,585	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Cameron County, TX <sup>[2]</sup>	1780	301,465	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
<b>IOWA FLOODING – 2008</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Waterloo, IA <sup>[1]</sup>	1763	200,000	♦		♦		♦		♦				♦			

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<b>MIDWEST ICE STORM – 2007</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 825,000																
City of Norman, OK <sup>[1]</sup>	1735	750,000	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
City of Webb City, MO <sup>[1]</sup>	1736	75,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
<b>MIDWEST ICE STORM – 2007</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,101,539																
City of Springfield, MO <sup>[1]</sup>	1676	1,448,539	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
Greene County, MO <sup>[2]</sup>	1676	545,000	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
City of Lebanon, MO <sup>[2]</sup>	1676	108,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
<b>BUFFALO SNOW STORM – 2006</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,386,000																
Town of Amherst, NY <sup>[2]</sup>	1655	800,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Tonawanda, NY <sup>[2]</sup>	1655	200,000	◆		◆	◆	◆	◆	◆				◆			◆
City of Lackawanna, NY <sup>[2]</sup>	1655	150,000						◆					◆			
City of North Tonawanda, NY <sup>[2]</sup>	1655	100,000	◆		◆	◆	◆	◆	◆				◆			◆
Genesee County, NY <sup>[2]</sup>	1655	80,000	◆		◆	◆	◆	◆	◆				◆			◆
Erie County, NY <sup>[4]</sup>	1655	50,000	◆										◆			
Town of Alden, NY <sup>[4]</sup>	1655	6,000	◆										◆			
<b>HURRICANE WILMA – 2005</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 8,579,640																
Miami-Dade County, FL <sup>[2]</sup>	1609	3,000,000	◆		◆		◆		◆				◆			◆
Collier County, FL <sup>[4]</sup>	1609	932,000	◆										◆			◆
City of Ft. Lauderdale, FL <sup>[2]</sup>	1609	901,000	◆		◆	◆	◆	◆	◆	◆		◆	◆	◆		◆
City of Hollywood, FL <sup>[2]</sup>	1609	600,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Davie, FL <sup>[4]</sup>	1609	593,789	◆										◆			◆
City of Boca Raton, FL <sup>[4]</sup>	1609	574,200	◆										◆			◆
City of Plantation, FL <sup>[4]</sup>	1609	366,551	◆										◆			◆
City of Parkland, FL <sup>[4]</sup>	1609	244,910	◆										◆			◆
City of Weston, FL <sup>[4]</sup>	1609	244,395	◆										◆			◆
City of Cooper City, FL <sup>[4]</sup>	1609	217,464	◆										◆			◆
City of Coral Gables, FL <sup>[4]</sup>	1609	213,947	◆										◆			◆
Broward County, FL <sup>[4]</sup>	1609	204,105	◆										◆			◆
City of Sunrise, FL <sup>[4]</sup>	1609	199,548	◆										◆			◆
City of Oakland Park, FL <sup>[4]</sup>	1609	151,906	◆										◆			◆
City of Miami Beach, FL <sup>[4]</sup>	1609	135,825	◆										◆			◆
<b>HURRICANE KATRINA – 2005</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468																
Hancock County, MS <sup>[4]</sup>	1604	5,773,291	◆										◆			◆
Jackson County, MS <sup>[4]</sup>	1604	3,183,425	◆										◆			◆
City of Gulfport, MS <sup>[1]</sup>	1604	2,600,000	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Forrest County, MS <sup>[4]</sup>	1604	2,496,933	◆										◆			◆
Jones County, MS <sup>[4]</sup>	1604	1,961,427	◆										◆			◆
Harrison County, MS <sup>[1]</sup>	1604	1,850,000	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Lamar County, MS <sup>[4]</sup>	1604	1,533,579	◆										◆			◆
City of Pass Christian, MS <sup>[4]</sup>	1604	1,484,288	◆										◆			◆
City of Pascagoula, MS <sup>[4]</sup>	1604	1,236,646	◆										◆			◆
Mobile County, AL	1605	789,658	◆		◆		◆	◆								
City of Mobile, AL	1605	728,469	◆		◆		◆	◆								
George County, MS <sup>[4]</sup>	1604	651,359	◆										◆			◆
Perry County, MS <sup>[4]</sup>	1604	550,967	◆										◆			◆
Walthall County, MS <sup>[4]</sup>	1604	507,754	◆										◆			◆
City of New Orleans, LA <sup>[2]</sup>	1603	401,238	◆	◆	◆		◆		◆		◆		◆	◆	◆	◆

# Thompson Consulting Services

## Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Jefferson Parish, LA [4]	1603	397,770	◆										◆			◆
City of Slidell, LA [4]	1603	153,165	◆										◆			◆
City of Covington, LA [4]	1603	143,919	◆										◆			◆
Lafourche Parish, LA [4]	1603	134,384	◆										◆			◆
Jasper County, MS	1604	131,251	◆		◆		◆	◆								
Town of Dauphin Island, AL	1605	94,037	◆		◆		◆	◆		◆		◆				
City of Prichard, AL	1605	70,445	◆		◆		◆	◆								
Clark County, MS	1604	90,134	◆		◆		◆	◆								
City of Citronelle, AL	1605	48,423	◆		◆		◆	◆								
City of Saraland, AL	1605	44,419	◆		◆		◆	◆								
City of Satsuma, AL	1605	29,404	◆		◆		◆	◆								
Choctaw County, AL	1605	26,409	◆		◆		◆	◆								
City of Bayou Le Batre, AL	1605	18,336	◆		◆		◆	◆								
City of Creola, AL	1605	7,719	◆		◆		◆	◆								
City of Mt. Vernon, AL	1605	4,619	◆		◆		◆	◆								
<b>HURRICANE RITA – 2005</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 4,800,000																
Jefferson County, TX [2]	1606	4,600,000	◆		◆		◆	◆	◆		◆		◆	◆		◆
Monroe County, FL [2]	1602	200,000	◆	◆	◆		◆		◆	◆		◆	◆			◆
<b>HURRICANE DENNIS – 2005</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,600,000																
Santa Rosa County, FL [1]	1595	2,000,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
Escambia County, FL [1]	1595	1,200,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
City of Pensacola, FL [1]	1595	400,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
<b>HURRICANE IVAN – 2004</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 9,733,300																
Escambia County, FL [2]	1551	7,681,500	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆
City of Pensacola, FL [1]	1551	1,343,000	◆		◆	◆	◆	◆	◆		◆		◆	◆		◆
Florida Dept. of Transportation [1]	1551	708,800	◆		◆		◆		◆				◆			
<b>HURRICANE FRANCES – 2004</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Boca Raton, FL [1]	1545	200,000	◆		◆		◆						◆			◆
<b>HURRICANE CHARLEY – 2004</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,883,434																
Charlotte County, FL [4]	1539	1,870,669	◆										◆			◆
City of Orlando, FL [2]	1539	1,035,500	◆		◆	◆	◆	◆	◆				◆			
Orange County, FL [4]	1539	977,265	◆										◆			◆

[1] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Jon Hoyle, Thompson's President, served as the technical lead on this project.

[2] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nate Counsell, Thompson's Vice President, served as the technical lead on this project.

[3] This work was completed by Beck Disaster Recovery. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nicole Counsell, Thompson's Grant Management Consultant, served as the technical lead on this project.

[4] This work was administered by Asevotech for Ashbritt Environmental. Wes Holden, Thompson's Director of Operations, served as the technical data administration lead on this project.



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CONSULTING SERVICES





**EXHIBIT C  
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**Required Types of Insurance**

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

**Figure 1:**

<b>TYPE OF INSURANCE</b>		
<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> Waiver of subrogation in favor of County	Florida Statutory Coverage	
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> County Additional Insured for Premises & Operations <b>and</b> Products & Completed Operations. <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County <input checked="" type="checkbox"/> Primary & non-contributory with any insurance or self-insurance available to or maintained by County. <input checked="" type="checkbox"/> Independent Contractors	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	\$ 1,000,000
	Personal & Adv Inj.	\$ 1,000,000
	Fire Damage	\$
		\$
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County <input checked="" type="checkbox"/> Primary & non-contributory with any insurance or self-insurance available to or maintained by County.	Combined Single Limit	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
<i>Note: If contractor does not have "Coverage Symbol 1: Any Auto", Contractor is limited to use of covered autos only.</i>		
<b>PROFESSIONAL LIABILITY</b>	\$ 1,000,000 per Claim \$ 2,000,000 Aggregate	
<b>CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:</b>		

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<p><b>Certificate Holder:</b></p> <p>County of Volusia Purchasing &amp; Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720</p> <p>ATTN: <u>Pam Wilsky</u></p>	<p>Risk Management Division</p> <hr/>
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- A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in Figure 1 above and described below in this Exhibit.
- C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in *Figure 1* or the Contractor’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other

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insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

- G. 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 the Agreement.
- H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the 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. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.
- i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the 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).
- I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include 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, and products liability/completed operations including what is commonly known as groups A, B, and C. 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 the Agreement. Public liability coverage shall include either

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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 the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

- J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* 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. The County shall be an additional insured under this policy when required in *Figure 1*.
- K. Professional Liability. The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown above. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents or employees. The County shall be an additional insured under this policy when required in *Figure 1*.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

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- L. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

**1. Insurance Requirements**

A. General Insurance Requirements:

- i. 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- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- ii. 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 the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors 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 the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. 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 the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager 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 the Agreement within two (2) business days of receipt of such notice or change.
- vi. 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 3.8 of RFP 20-P-34PW Questions, Exceptions, and Addenda, to be considered for this solicitation.

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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 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.

- vii. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Agreement.

**2. Proof of Insurance**

- A. 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.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.
- C. 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 the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. 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 the Agreement. In the event such insurance lapses, the County expressly reserves

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the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

3. The provisions of this Exhibit C, shall survive the cancellation or termination of the Agreement.



**EXHIBIT H**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION-**  
**LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Thompson Consulting Services, LLC

By:  Jon Hoyle

Date: 4/16/2020

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)**

**Certification Regarding Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY PRIME CONTRACTOR**

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Jon Hoyle, President  
Name and Title

4/2/2020  
Date

  
Signature

Thompson Consulting Services, LLC  
Firm

1135 Townpark Avenue, Suite 2101  
Street address

Lake Mary, FL 32746  
City, State, Zip

Exhibit I

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

Organization: Thompson Consulting Services, LLC

Street address: 1135 Townpark Avenue, Suite 2101

City, State, Zip: Lake Mary, FL 32827

Jon Hoyle  
CERTIFIED BY: (type or print)

President  
TITLE:

  
(signature)

4/16/2020  
(date)

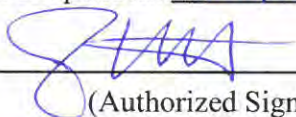
**14.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: Thompson Consulting Services, LLC

By:  \_\_\_\_\_  
(Authorized Signature)

Title: Jon Hoyle, President

Date: 4/2/2020



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Ordinance 04-2020 – Proposed Amendments to the City Charter	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> July 22, 2020	

### REQUEST

Request the City Council approve the second reading of Ordinance #04-2020, to submit proposed amendments to the City of DeBary Charter to the electors of DeBary.

### PURPOSE

Pursuant to the current City Charter, the City shall conduct a review of its Charter every seven (7) years.

### CONSIDERATIONS

- The City Council advertised for applicants to serve on the Charter Review Commission in November 2019.
- Based upon submitted applications, the City Council appointed a five (5) member Commission to review the Charter and recommend to the Council any changes.
- The Charter Review Commission reviewed the Charter in detail, holding six (6) public meetings. The Commission submitted recommendations to the City Council and conducted a joint public workshop with the City Council on June 10, 2020.
- Based upon the agreed recommendations, the City Manager has grouped the changes into seven (7) separate amendments to appear on the general election ballot on November 3, 2020.
- Ordinance 04-2020 establishes the recommended Charter changes and the ballot language.
- The Council passed Ordinance 04-2020 on first reading revising the language in Ordinance Section 10(a) regarding changes (bold) to Charter Section 4.07 to include:

“Based upon the facts and evidence presented at the hearing, the Council, by affirmative vote of at least 3 council members, may declare, and the member may be declared **to be in violation of the Charter. Upon determination of violation of Charter, the Council, by affirmative vote of at least 3 council members may declare** the member to have forfeited office by majority vote of the Council.”

**COST/FUNDING**

N/A

**RECOMMENDATION**

It is recommended that the City Council approve Ordinance 04-2020 on second reading.

**IMPLEMENTATION**

Upon full adoption, Ordinance 04-2020 will be sent to the Supervisor of Election before August 18, 2020.

**ATTACHMENTS**

Ordinance 04-2020  
Executive Summary of Charter Review Commission Recommendations  
Charter Review Commission Recommendation Work Table

**ORDINANCE NO. 04-2020**

**AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, SUBMITTING TO THE ELECTORS OF DEBARY PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF DEBARY; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR CODIFICATION AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.**

**RECITALS**

**WHEREAS**, in accordance with Section 13.03 of the City of DeBary Charter, a 5-member Charter Review Commission was established and held public meetings to review the Charter and to make recommendations to the City Council for revisions to the Charter; and

**WHEREAS**, on June 10, 2020, the Charter Review Commission made its recommendations for Charter amendments to the City Council; and

**WHEREAS**, the City Council, after due consideration of the Charter Review Commission recommendations and other matters, directed that this Ordinance be prepared and that the ballot questions included herein be submitted to the qualified electors of the City of DeBary, Florida, at the general election to be held on Tuesday, November 3, 2020;

**WHEREAS**, Section 166.031, Florida Statutes, provides for the adoption of an ordinance submitting amendments to the City of DeBary Charter to the electors of the City for approval; and

**WHEREAS**, the City Council has held two public hearings on this Ordinance.

**IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**SECTION 2.** **Amendment #1.** The Charter of the City of DeBary is hereby amended upon approval of the qualified electors of the City of DeBary to read as follows (~~stricken through~~ language are deletions; underlined language are additions; and subsections or portions of the charter not included or otherwise omitted are not being amended or removed):

**Sec. 4.05. – Compensation.**

(a) Commencing January 1, ~~1997~~2021, the Mayor shall receive the sum of ~~\$500.00~~\$800.00 per month during the term of his or her office and each Council Member shall receive the sum of ~~\$400.00~~\$650.00 per month during his or her term of office. ~~An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of the first month following the first regular election of the City subsequent to the adoption of such ordinance.~~ At the beginning of each fiscal year, Mayor and Council compensation shall be adjusted based upon the CPI Index (CPI-U) from the previous calendar year.

(b) An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of the first month following the first regular election of the City subsequent to the adoption of such ordinance.

~~(b)~~ The council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

**SECTION 3. Amendment #1 Ballot Question.** The ballot title and summary of the amendment referenced in Section 2 herein, followed by the words “yes” and “no” shall be set forth as follows on the ballot at the general election on November 3, 2020, for consideration by the qualified electors of the City of DeBary, Florida:

**TITLE:**

MONTHLY BASE SALARY OF MAYOR AND COUNCIL MEMBERS

**SUMMARY:**

Shall Section 4.05(a) of the DeBary City Charter be amended to provide for a monthly salary of \$650 for Council Members and \$800 for the Mayor, effective January 1, 2021, and provide for annual increases or decreases to such salaries based upon Consumer Price Index?

YES

NO



**SECTION 4.**     **Amendment #2.**   The Charter of the City of DeBary is hereby amended upon approval of the qualified electors of the City of DeBary to read as follows (~~stricken through~~ language are deletions; underlined language are additions; and subsections or portions of the charter not included or otherwise omitted are not being amended or removed):

**Sec. 2.01 -Boundaries of the City of DeBary.**

*No changes to the text of this section; however, the map of the City attached hereto and incorporated herein as **Exhibit A** will be inserted into § 2.01 of the Charter.*

\*\*\*

**Sec. 4.02 – Mayor.**

The Mayor shall serve as Chairperson during meetings of the Council. In addition, the Mayor shall:

\*\*\*

(d) Shall perform such other duties, consistent with his/her office, as may be delegated to him/her by the City Council.

\*\*\*

**Sec. 4.03 – Vice Mayor.**

At the first regularly scheduled meeting in January following the City's general election, the Council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Interim Mayor pursuant to Section 4.08 of this Charter.

\*\*\*

**Sec. 4.05 – Compensation.**

(a) Commencing January 1, 1997, the Mayor shall receive the sum of \$500.00 per month during the term of his or her office and each Council Member shall receive the sum of \$400.00 per month during his or her term of office. An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of January ~~the first~~

~~month~~ following the first regular election of the City subsequent to the adoption of such ordinance.

\*\*\*

**Sec. 5.01. - Elections.**

The Council establishes the City's election qualifying dates and the City's election schedule as follows:

- (a) ~~In even-numbered years, the City shall hold its election qualifying during an 11-day period in accordance with general law as such pertains to county offices, ending simultaneously with the time period established by the Florida Election Code for qualifying for county office in the general election, beginning at 9:00 a.m. and ending at noon on the appropriate days. The City shall have elections on the dates established by the State Election Code for first and second primaries.~~

**Sec. 11.05. – Budget Amendments**

\*\*\*

- (b) *Emergency appropriations.* To meet a public emergency affecting life, health, property, or the public peace, the Council, by resolution, may make emergency appropriations. To the extent that there are no unappropriated revenues to meet such appropriations, the Council may by such emergency resolution authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals in any fiscal year shall be paid not later than the last day of the fiscal year succeeding that in which the emergency appropriations were made if the emergency notes are to be paid from sources other than ad valorem taxes levied by the City. If the emergency notes are to be paid from ad valorem ~~taxes~~ taxes levied by the City, the emergency notes and any renewals thereof may not have a maturity greater than twelve months from the date of issuance.

**SECTION 5. Amendment #2 Ballot Question.** The ballot title and summary of the amendment referenced in Section 4 herein, followed by the words “yes” and “no” shall be set forth as follows on the ballot at the general election on November 3, 2020, for consideration by the qualified electors of the City of DeBary, Florida:

**TITLE:**

PROVIDING FOR A MAP OF THE CITY, DATE CLARIFICATION, GENDER NEUTRAL LANGUAGE, AND SPELLING CORRECTION.

**SUMMARY:**

Shall Section 2.01 be changed to add a map of the City for clarification, provide gender neutral language in Section 4.02(e), add “in January” in Sections 4.03 and 4.05(b) for clarification of dates, add “the first meeting in January” as the commencement date of Council Members term in Section 5.02, and correct a misspelling in Section 11.05(b)?

YES

NO

**SECTION 6.** **Amendment #3.** The Charter of the City of Debary is hereby amended upon approval of the qualified electors of the City of Debary to read as follows (~~stricken through~~ language are deletions; underlined language are additions; and subsections or portions of the charter not included or otherwise omitted are not being amended or removed):

**Sec. 4.08. – Filling of Vacancies**

A vacancy on the Council, except for the position of Mayor, shall be filled by appointment by majority vote of the Council members remaining, and said appointment shall be effective until a successor is chosen at the next regular election. In the event that all members of the Council are removed by death, disability, law, or forfeiture of office, the Governor shall appoint an Interim Council that shall call a special election to be held within ~~45~~ 90 days following the occurrence of the vacancies or as soon thereafter as the Volusia County Supervisor of Elections can conduct the election.

In the event that the Mayor becomes unable to fulfill the duties of his/her office, ceases to be qualified, or is removed from office as provided by law or this Charter, the Vice Mayor of the Council shall assume the full powers and duties of the Mayor under the following conditions:

- (a) If six months or more remain in the current term of the Mayor, the Vice Mayor of the Council shall become Interim Mayor and shall temporarily relinquish his/her office as Council Member until the unexpired portion of the term is filled by a special election held and completed within 45 days of the occurrence of the vacancy or as soon thereafter as the Volusia County Supervisor of Elections can conduct the election; or

\*\*\*

### **Sec. 5.01. – Elections.**

The Council establishes the City's election qualifying dates and the City's election schedule as follows:

- (a) In even-numbered years, the City shall hold its election qualifying ~~during an 11-day period ending simultaneously with the time period in accordance with general law as such pertains to county offices, established by the Florida Election Code for qualifying for county office in the general election, beginning at 9:00 a.m. and ending at noon on the appropriate days. The City shall have elections on the dates established by the State Election Code for first and second primaries.~~
  
- (b) ~~In odd-numbered years, the City shall hold its election qualifying during normal business hours between 9:00 a.m. on the first day and 12 noon on the last day during an 11-day qualifying period, the dates and times of which shall be compatible with the date of the City's General Election and determined by and through the Volusia County Supervisor of Elections. The City's General Election shall be held on a date established by and through the Supervisor of Elections that allows for sufficient time under applicable state election law to deliver overseas and military absentee ballots, and the runoff election shall be held on the first Tuesday after the first Monday in November.~~
  
- (e**b**) The Council by simple majority vote may change any qualifying or election date in order to avoid a conflict with a religious holiday. The Council may change any qualifying period or election date as may be authorized by state law.

\*\*\*

### **Sec. 13.03. – Charter Review.**

The Charter will be reviewed at least every ~~seven (7)~~ eight (8) years.

A 5-member Charter Review Commission shall be appointed and funded by the Council. The Charter Review Commission shall be appointed at least twelve ~~six~~ months before the next scheduled election and complete its work and present any recommendations for change no later than ~~60~~ 180 days before the election.

The Council shall hold a minimum of two public hearings on the proposed changes of the Charter prior to placing the proposed changes on the scheduled election ballot.

**SECTION 7.**     **Amendment #3 Ballot Question.** The ballot title and summary of the amendment referenced in Section 6 herein, followed by the words “yes” and “no” shall be set forth as follows on the ballot at the general election on November 3, 2020, for consideration by the qualified electors of the City of DeBary, Florida:

**TITLE:**

AMENDMENT CHANGING CITY ELECTION AND CHARTER REVIEW DATES TO COINCIDE WITH COUNTY ELECTION DATES.

**SUMMARY:**

Shall Sections 4.08, 4.08(a), 5.01(a), and 5.01(b) of the Charter be changed to allow additional time to conduct elections due to Council vacancies and to match the City’s qualifying periods with those of the state and county and Section 13.03 be changed to have the Charter review process occur once every eight (8) years instead of once every seven (7) years?

YES   

NO   

**SECTION 8.**     **Amendment #4.** The Charter of the City of DeBary is hereby amended upon approval of the qualified electors of the City of DeBary to read as follows (~~stricken through~~ language are deletions; underlined language are additions; and subsections or portions of the charter not included or otherwise omitted are not being amended or removed):

**Sec. 11.03. – Council Action on the Budget.**

- (a) The Council shall adopt the budget by resolution on or before the 30th day of September each year, or as otherwise permitted by general law, executive order, or other State authority.
  
- (b) Unless authorized by the electors of the City at a duly held referendum election, the Council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease purchase contracts or any other unfunded multi-year contracts all for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of one hundred twenty (120)~~eighty-four (84)~~ months, unless mandated by state or federal governing agencies.

(c) The Council shall adopt a formal debt management policy by ordinance.

**SECTION 9.**     **Amendment #4 Ballot Question.** The ballot title and summary of the amendment referenced in Section 8 herein, followed by the words “yes” and “no” shall be set forth as follows on the ballot at the general election on November 3, 2020, for consideration by the qualified electors of the City of DeBary, Florida:

**TITLE:**

COUNCIL ACTION ON BUDGET AND EXTENSION OF BORROWING PERIOD

**SUMMARY:**

Shall Section 11.03(a) be changed to allow extension of budget approval if permitted by state law, executive order, or other state authority, and Section 11:03(b) be changed to allow extend the maximum borrowing period for the City from seven (7) to ten (10) years.

YES   

NO   

**SECTION 10.**     **Amendment #5.** The Charter of the City of DeBary is hereby amended upon approval of the qualified electors of the City of DeBary to read as follows (~~stricken through~~ language are deletions; underlined language are additions; and subsections or portions of the charter not included or otherwise omitted are not being amended or removed):

**Sec. 4.07. - Forfeiture of office.**

- (a) A member of the Council may forfeit his/her office, if the member:
  - (i) Lacks at any time during the term of office any qualification for the office prescribed by this Charter or by law;
  - (ii) Violates any express prohibition of this Charter; or
  - (iii) Is convicted of a felony or criminal misdemeanor.

If any of these events within this section should occur and a written complaint is filed with the City Clerk alleging such a forfeiture event, a hearing shall automatically be conducted at the next regularly scheduled Council meeting to determine whether a forfeiture event has occurred. At this hearing, if a forfeiture event is determined to have occurred by the City Council, the City Council shall suspend the member with pay for up to 60 days. The City Council and suspended member may gather facts and evidence, and within the time established by the City Council, but not less than 15 days after the suspension date of the Council member or more than 60 days after the suspension date, unless the City Council and the accused Council member agree to an extension, the City Council shall conduct a forfeiture hearing. Based upon the facts and evidence presented at the hearing, the Council, by affirmative vote of at least 3 council members, may declare, and the member may be declared to be in violation of the Charter. Upon determination of violation of Charter, the Council, by affirmative vote of at least 3 council members may declare the member to have forfeited office by majority vote of the Council.

- (b) A member of the Council shall forfeit his/her office, if the member misses three regular meetings of the Council within any twelve-month period regardless of the reason for absence. Absences from special meetings and workshops of the Council are discouraged, but do not count for purposes of forfeiting a Council member's office. Absences of Council members shall be reflected in the minutes of each meeting of the Council. The Council's approval of minutes reflecting absences of a Council member shall be prima facie evidence of the member's absence from a meeting.

\*\*\*

#### **Sec. 4.09. - Judge of qualifications.**

The Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths, and require the production of evidence.

A Council Member charged with conduct constituting grounds for forfeiture of this office shall be notified by the City Clerk by certified mail, by process server, hand delivery, or verified electronic means, and shall be entitled to a public hearing at the next regularly scheduled meeting of the Council as outlined in Section 4.07 of this Charter. Notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing.

\*\*\*

**Sec. 6.01. - Appointment and qualifications.**

The Council, by an affirmative vote of a majority of all Council Members, shall appoint a City Manager for an definite or indefinite term and fix compensation. The City Manager shall be appointed primarily on the basis of executive and administrative qualifications.

\*\*\*

**Sec. 10.02. - Adoption of ordinances.**

Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject which shall be clearly expressed in its title. The enacting clause for an ordinance shall be:

"IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS..."

An ordinance may be introduced by the Mayor, a majority vote of the City Council, or the City Manager ~~or any member of the Council at any regular or special meeting of the Council. A proposed ordinance may be read by title, or in full, on at least two separate Council meeting days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the City.~~ Proposed ordinances must be noticed and adopted in accordance with general law. The notice of proposed enactment shall state the date, time, and place of the meeting; the title of a proposed ordinance; and the place or places within the City where such proposed ordinance may be inspected by the public.

To meet a public emergency affecting life, health, property, or the public peace, the Council, by at least a two-thirds vote of a quorum of the Council, as defined in Section 4.13, may adopt an emergency ordinance without complying with the requirements of notice expressed in the foregoing paragraph. An emergency ordinance may not levy taxes; grant, renew, or extend a franchise; set service or user charges for any municipal services; or authorize the borrowing of money. An emergency ordinance shall become effective upon adoption and automatically stand repealed as of the 61st day following the date on which it was adopted. This shall not prevent reenactment of such ordinance under regular procedures.

Ordinances which rezone specific parcels of private real property or which substantially change permitted use categories shall be enacted pursuant to general law.

An ordinance shall, upon its final passage, ~~be recorded in a book kept for that purpose~~ and shall be signed by the Mayor and the City Clerk and be recorded in a book kept for that purpose. A copy of the ordinance shall be available in the City Hall.

**Sec. 10.03. - Adoption of resolutions.**



\*\*\*

A resolution shall, upon its final passage, ~~be recorded in a book kept for that purpose and shall~~ be signed by the Mayor and the City Clerk and recorded in a book kept for that purpose. A copy of the resolution shall be available in the City Hall.

**SECTION 11. Amendment #5 Ballot Question.** The ballot title and summary of the amendment referenced in Section 10 herein, followed by the words “yes” and “no” shall be set forth as follows on the ballot at the general election on November 3, 2020, for consideration by the qualified electors of the City of DeBary, Florida:

**TITLE:**

CITY COUNCIL FORFEITURE OF OFFICE PROCEDURES, CITY MANAGER CONTRACT, AND THE ORDINANCE ADOPTION PROCESS.

**SUMMARY:**

Shall Section 4.07(a) be changed to clarify procedures regarding forfeiture of office; Section 4.09 include additional methods of noticing a council member of forfeiture charges; Section 6.01 be changed to allow the Council to fix the City Manager’s contract for a definite term; 10.02 be changed to modify the ordinance introduction process and conform the adoption process to general law, and Sections 10.02 and 10.03 be changed to clarify how ordinances and resolutions are recorded?

YES

NO

**SECTION 12. Amendment #6.** The Charter of the City of DeBary is hereby amended upon approval of the qualified electors of the City of DeBary to read as follows (~~stricken through~~ language are deletions; underlined language are additions; and subsections or portions of the charter not included or otherwise omitted are not being amended or removed):

**Sec. 4.07. - Forfeiture of office.**

(a) A member of the Council may forfeit his/her office, if the member:

- (i) Lacks at any time during the term of office any qualification for the office prescribed by this Charter or by law;
- (ii) Violates any express prohibition of this Charter; ~~or~~
- (iii) ~~Is convicted of a felony or criminal misdemeanor; or~~
- (iv) Fails to attend three regular meetings of the Council within any twelve-month period without being excused by an affirmative vote of at least three members of the City Council.

If any of these events should occur, a hearing shall automatically be conducted at the next regularly scheduled Council meeting, and the member may be declared to have forfeited office by majority vote of the Council.

- (b) A member of the Council shall forfeit his/her office, if the member misses three regular meetings of the Council within any twelve-month period ~~regardless of the reason for absence without being excused by affirmative vote of at least three members of the City Council.~~ If absences are unexcused, the Council will follow the process established in Section 4.07(a).

Absences from special meetings and workshops of the Council are discouraged, but do not count for purposes of forfeiting a Council member's office. Absences due to suspension do not count for the purposes of forfeiting a Council member's office. Absences of Council members shall be reflected in the minutes of each meeting of the Council. The Council's approval of minutes reflecting absences of a Council member shall be prima facie evidence of the member's absence from a meeting.

\*\*\*

#### **Sec. 4.11. - Meetings.**

The Council shall meet regularly at least once every month at such times and locations within the boundaries of the City as the Council may prescribe.

Special meetings and workshops of the Council may be held on the call of the Mayor or the City Manager and, whenever practical, upon no less than a 24-hour notice to each member and the public. Action taken at a special meeting shall be limited to the purposes for which the special meeting is called.

All meetings shall be public and shall be scheduled to commence no earlier than 7:00 a.m. nor later than 10:00 p.m. The Council shall provide a reasonable period of time at each regularly scheduled meeting for members of the public to

address the Council upon matters relating to the City or of concern to its citizens.

\*\*\*

**Sec. 4.13. - Voting/quorum.**

Roll call voting shall be required upon the specific request of a Council member and shall be recorded in the minutes; otherwise, voting shall be by ayes and nays.

Three members of the Council shall constitute a quorum. No action of the Council shall be valid or binding unless adopted by the affirmative vote of a majority of the Council Members present at the time a quorum exists.

All council members in attendance shall vote on all Council actions, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest as defined under general law.

For the purposes of this Charter, attendance at a council meeting shall mean physical presence. A council member who is not physically present at a regular or special council meeting shall not participate in said meeting or vote on any issue.

**SECTION 13. Amendment #6 Ballot Question.** The ballot title and summary of the amendment referenced in Section 12 herein, followed by the words “yes” and “no” shall be set forth as follows on the ballot at the general election on November 3, 2020, for consideration by the qualified electors of the City of DeBary, Florida:

**TITLE:**

CLARIFYING THE DEFINITION OF MEETINGS, ATTENDANCE AND ALLOWING FOR EXCUSED ABSENCES

**SUMMARY:**

Shall Section 4.11 be changed to clarify that multiple issues may be considered at a special council meeting; Section 4.13 be changed to require council members to be physically present to participate in meetings; Sections 4.07(a)(iv) and 407(b) be changed to allow the Council to excuse a Council member’s absence from regular meetings; and Section 4.07 changed to state that Council member absences due to suspension do not count toward forfeiture of office?

YES

NO

**SECTION 14.** **Amendment #7.** The Charter of the City of DeBary is hereby amended upon approval of the qualified electors of the City of DeBary to read as follows (~~stricken through~~ language are deletions; underlined language are additions; and subsections or portions of the charter not included or otherwise omitted are not being amended or removed):

**Sec. 5.03. - Terms of office.**

~~The term for all Council seats shall remain three (3) years for Council terms commencing prior to January 1, 2015. Commencing in the manner described herein, the~~ The term of office for all Council seats is ~~shall be for~~ four (4) years for members elected in 2014 and thereafter. ~~Four (4) year terms for seats 3, 4 and 5 shall commence on January 1, 2015 following the 2014 election for such seats and shall continue thereafter. Four (4) year terms for seats 1 and 2 shall commence on January 1, 2017, following the 2016 election for such seats and shall continue thereafter.~~ No member of the Council shall serve (or, but for resignation would have served) for more than two (2) consecutive full terms of office. A candidate who has been elected to two (2) consecutive full terms of office may requalify for any vacant seat provided said candidate does not actually take office for at least a one-year period after the end of that candidate's previous two (2) full terms of office. Members of the City Council elected shall hold their seats for the term of office for which they were respectively elected until such time as they are reelected, their successors have been elected and take office, or such office is otherwise prematurely vacated. An individual appointed to fill a vacant office shall be bound to the term of office served by such individual's predecessor.

**SECTION 15.** **Amendment #7 Ballot Question.** The ballot title and summary of the amendment referenced in Section 14 herein, followed by the words “yes” and “no” shall be set forth as follows on the ballot at the general election on November 3, 2020, for consideration by the qualified electors of the City of DeBary, Florida:

**TITLE:**

**TERMS OF OFFICE**

**SUMMARY:**

Shall Section 5.03 be changed to uniformly prescribe a 4 year term of office for all Council Members, remove language pertaining to 3 year terms of office for Council members who were elected prior to January 1, 2015, and remove additional language pertaining to the previous transition from 3 year terms to 4 year terms of office for Council members?

YES

NO

**SECTION 16. Referendum.** The City Council hereby authorizes a referendum election to be held on November 3, 2020, in conjunction with the general election held pursuant to § 100.031, Fla. Stat. and other applicable laws, at which the foregoing charter amendments and their accompanying ballot questions contained herein shall be submitted to the electorate of the City of DeBary, with the polls of such referendum closing on such date.

**SECTION 17. Advertisement / Directions to the City Clerk.** The City Clerk of the City of DeBary is hereby authorized and directed to advertise the referendum election authorized herein in accordance with the applicable provisions of the City Charter, City Code, Florida Statutes, Florida Administrative Code, and federal law.

**SECTION 18. Codification.** It is the intention of the City Council of the City of DeBary that the Charter Amendments proposed by this Ordinance shall become and be made a part of the Charter of the City of DeBary, Florida if adopted by the qualified electors of the City of DeBary. Articles, sections, and subsections of the Charter may be renumbered or relettered for editorial and codification purposes and such renumbering and relettering shall not constitute nor be considered substantive changes to the charter amendment as adopted. If more than one of the Charter Amendments contained herein are adopted, such adopted amendments should be codified, reconciled, or implemented in such a way as to give effect to the others. The City Clerk is hereby directed to ensure that appropriate numbers or letters are affixed to the Articles

and Sections of the Charter if the Amendments contained herein, or any one or more of them, are approved at referendum.

**SECTION 19. Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and shall have no effect the validity of the other provisions of this Ordinance.

**SECTION 20. Effective Date of Ordinance.** This Ordinance shall take effect immediately upon its adoption.

**SECTION 21. Effective Date of Proposed Charter Amendment.** The proposed Charter Amendments set forth herein shall take effect if and upon certification of an affirmative majority vote of the qualified electors of the City of DeBary in favor of such at the November 3, 2020 referendum election.

FIRST READING AND PUBLIC HEARING: \_\_\_\_\_, 2020.

SECOND READING AND PUBLIC HEARING: \_\_\_\_\_, 2020.

APPROVED:

CITY OF DEBARY CITY COUNCIL

\_\_\_\_\_  
Karen Chasez, Mayor

ATTESTED:

\_\_\_\_\_  
Annette Hatch, City Clerk



# Charter Review Commission Executive Summary

The purpose of this Executive Summary is to provide you a detailed listing of all the changes recommended by the Charter Review Commission along with the perceived reasoning behind the changes. This listing follows the Charter order, Article 1 through 15.

**1. Article II – Territorial Boundaries; Section 2.01 - Boundaries of the City of DeBary**

Change: Add a map of DeBary to the Charter.

Reasoning: When someone reviews the Charter they should see a map.

**2. Article IV - Charter Offices; Section 4.02 - Mayor**

Change: Adding the word “Her”

Reasoning: Genetically Correct

**3. Article IV - Charter Offices; Section 4.03 - Vice Mayor**

Change: Adding words “in January”

Reasoning: Clarifies when the Council should choose a Vice Mayor

**4. Article IV – Charter Offices; Section 4.05 – Compensation**

Change 1: Adjusts Mayor salary to \$800 and Council Members to \$650 per month

Change 2: Adding salary adjustment every year based upon CPI Index (CPI-U)

Change 3: Adding the word “January” for clarification.

Reasoning: The salary for elected officials have not been adjusted since January 1, 1997. The new salary recommendation was based upon the rate of inflation since 1/1/1997. The annual salary adjustment was added to provide fair compensation based upon inflation.

**5. Article IV – Charter Offices; Section 4.07(a) – Forfeiture of Office**

Change 1: Adding paragraph (a)(iv), providing for the ability of Council members to have excused absences.

Change 2: Adding additional language to establish an executable forfeiture process.

Reasoning: Paragraph (a)(iv) provides flexibility for Council to provide an excusable absence. For example, illness.

Currently in the Charter, there is no clear forfeiture process. This new language provides clear guidelines and process for the Council to execute.

**6. Article IV – Charter Offices; Section 4.07(b) – Forfeiture of Office**

Change 1: Adding language that restates the ability of Council members to have excused absences.

Change 2: Adding language that suspensions under the new forfeiture process cannot be used as unexcused absences.

Reasoning: This new language provides addition clarity for excused absences and suspensions under the new forfeiture process.

**7. Article IV – Charter Offices; Section 4.08 and 4.08(a) – Filling Vacancies**

Change 1: Expanding the requirement to have an election from 45 to 90 days.

Change 2: Providing flexibility for the Council if the Supervisor of Elections needs more time.

Reasoning: The language and timeline in the current Charter is not executable. The new language and timeline provides for realistic process with flexibility.

**8. Article IV – Charter Offices; Section 4.09 – Judge of Qualifications**

Change: Adding wording to updating and adding methods of notification.

Reasoning: By law, there are numerous methods to provide notification. Having only one method of notification (certified mail) limits the effectiveness of the organization.

**9. Article IV – Charter Offices; Section 4.11 – Meetings**

Change: Eliminates language requiring a special meeting shall have limited purpose.

Reasoning: This language is antiquated. Given the volume of work and the complexities of a growing community, Council must have two meetings per month. The regular meeting is mandatory by Charter. The second meeting in the month, even though considered special under the Charter, can be conducted for any purpose(s).

**10. Article IV – Charter Offices; Section 4.13 – Voting/Quorum**

Change: Adding paragraph establish definition of attendance and participation for Council.

Reasoning: If a Council is having a Council meeting in the Chambers, physical presence is required to participate in such meeting. Exception of course, if Governor loosens this requirement by Executive Order.

**11. Article V. – Nominations and Elections; Terms; Section 5.01(a) – Elections**

Change: Adding language to match City qualifying periods with County qualifying periods. Eliminates old language.

Reasoning: It provides for simplicity for potential candidates and staff to follow.



**12. Article V. – Nominations and Elections; Terms; Section 5.01(b) – Elections**

**Change:** Paragraph is eliminated.

**Reasoning:** With the Charter Review Commission recommending 4 year terms, language providing qualifying periods in odd-numbered years is obsolete. This language was used the last time the Charter was revised as a transitional verbiage to change the Council terms from 3 to 4 years.

**13. Article V. – Nominations and Elections; Terms; Section 5.02 – Commencement of Term**

**Change:** Adding the language “the day of the first regular meeting in January.”

**Reasoning:** To provide clarification of commencement of term for an elected official. City Council does not have a meeting on January 1. The swearing in of newly elected official is at the first regular meeting in January.

**14. Article V. – Nominations and Elections; Terms; Section 5.03 – Terms of Office**

**Change 1:** Language added to clarify the term of office and eliminates transitional language from the last Charter change.

**Change 2:** ~~Clarifies term limits for Mayor and Council members. It also provides a Council member to hold two consecutive terms and be able to run for Mayor consecutively without sitting out a year.~~

**Change 3:** ~~Adding paragraph clarifying the resignation of office when a Council member is actively campaigning for higher office with another political entity.~~

**Reasoning:** ~~Eliminates transitional language and clarifies the term of office. Having the option of a Council member to hold office for two terms and then for Mayor, if elected, maintains experience and continuity to the Council. It also eliminates a severe gap for a Council member whose terms matches up with the Mayor’s terms. A one year period to rerun ends up to be a four year waiting period to run for Mayor.~~

**15. Article VI – City Manager; Section 6.01 – Appointment and Qualifications.**

**Change:** Adding word “definite” to the term of contract.

**Reasoning:** This change provides the Council the option, when hiring a City Manager, to have their contract for a specific period in time or indefinite.

**16. Article X – Ordinances and Resolutions; Section 10-02 – Adoption of Ordinances.**

**Change 1:** Provides clarification of general procedure on the introduction of ordinances for consideration.

**Change 2:** Adding new language to match our notice requirements to the requirements in the Florida Statutes.

**Change 3:** Adding language for procedure, specificity and clarification.

**Reasoning:** Provide for specific procedure and clarification.

**17. Article X – Ordinances and Resolutions; Section 10-03 – Adoption of Resolutions.**

Change: Adding language for procedure, specificity and clarification.

Reasoning: Provide for specific procedure and clarification

**18. Article XI – Financial Procedures; Section 11.03(a) – Council Action on the Budget**

Change: Adding language to allow for exception due to hurricanes and other emergencies.

Reasoning: Last year, due to hurricane season, approval of budget was extended because of meeting cancellations and other issues.

**19. Article XI – Financial Procedures; Section 11.03(b) – Council Action on the Budget**

Change: Language added for the period in which the City may borrow money from 7 years to 10 years.

Reasoning: It provides the City better options and extend payments. This will reduce the budget burden for major capital projects.

**20. Article XI – Financial Procedures; Section 11.05(b) – Budget Amendments**

Change: Misspelled word “taxies” to “taxes”

Reasoning: Accuracy

**21. Article XIII – Charter Amendments; Section 13.03 – Charter Review**

Change 1: Changing review to eight years to match up to national election years.

Change 2: Adding language to provide for specific procedure on appointments.

Reasoning: Changing language to eight years matches charter reviews to national election years and assures maximum voting participation. Establish more specific procedures will provide Council clear guidance and timelines.



# Charter Review Commission

## Article I

CORPORATE NAME/PURPOSE OF THE CHARTER	
Current Language	Recommended Change
<p><b>Sec. 1.01. - City of DeBary.</b>            The municipality hereby established shall be known as the City of DeBary, Florida</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 1.02. - Purpose of the Charter.</b>            This Charter is ordained and established by the people of the City of DeBary, Florida, to promote the general welfare and common good of the community by providing the framework within which a municipal corporation exercises municipal home rule powers under the Constitution and laws of the State of Florida.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article II

### TERRITORIAL BOUNDARIES

Current Language	Recommended Change
<p><b>Sec. 2.01. - Boundaries of the City of DeBary.</b></p> <p>The territorial boundaries of the City of DeBary shall include the following areas situated in the County of Volusia, State of Florida:</p> <p>BEGIN at the point of intersection of the thread of the St. Johns River with the North line of the South one-half of Section 19, Township 18 South, Range 30 East, Volusia County, Florida; thence Easterly along the North lines of the South one-half of Sections 19, 20, 21, and 22, Township 18 South, Range 30 East, to a point of intersection with the Easterly right-of-way line of U.S. Highway 17 &amp; 92 in said Section 22; thence Southwesterly, along said Easterly right-of-way line, to a point of intersection with the Northerly right-of-way line of Highbanks Road in Section 27, Township 18 South, Range 30 East; thence Easterly, along said Northerly right-of-way line, to a point of intersection with the Easterly right-of-way line of Enterprise Road in Section 25, Township 18 South, Range 30 East; thence Southeasterly, along said Easterly right-of-way line, to a point of intersection with the Westerly right-of-way line of Interstate Highway #4 (1-4) in said Section 36, Township 18S, Range 30E; thence Southwesterly, along said Westerly right-of-way line, to a point of intersection with the thread of the St. Johns River; thence Northerly, along said thread of the St. Johns River, to the POINT OF BEGINNING.</p>	<p><b>NO CHANGE ENTER MAP</b></p> <p style="text-align: right; color: red;">1/15/2020</p>

# Charter Review Commission

## Article II

### TERRITORIAL BOUNDARIES

Current Language	Recommended Change
<p><b>Sec. 2.02. - Extension of the corporate limits/annexation.</b></p> <p>The corporate limits of the City of DeBary may be revised as provided by general law.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article III

GENERAL POWERS OF THE MUNICIPALITY	
Current Language	Recommended Change
<p><b>Sec. 3.01. - All powers possible.</b></p> <p>The City of DeBary shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government; perform municipal functions; and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.</p> <p>The powers of the City of DeBary shall be construed liberally in favor of the municipality, limited only by the Constitution, general law, and specific limitations contained herein. The specific mention of particular powers in the Charter shall not be constructed as limiting in any way the general power granted in this article.</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 3.02. - Joint exercise of powers.</b></p> <p>The City may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation by contract or otherwise, with any one or more states, counties, municipalities, or any agencies thereof, or the United States or any agency thereof, or private vendors serving a public purpose.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article III

<b>GENERAL POWERS OF THE MUNICIPALITY</b>	
<b>Current Language</b>	<b>Recommended Change</b>
<p><b>Sec. 3.03. - Eminent domain.</b></p> <p>The City is prohibited from exercising its power of eminent domain for the sole purpose of:</p> <ul style="list-style-type: none"> <li><b>(a)</b> Conferring a private benefit on a particular private party; or</li> <li><b>(b)</b> Transferring private property to another private party.</li> </ul>	<p><b>Sec. 3.03. - Eminent domain.</b></p> <p style="color: red; font-weight: bold; font-size: 1.2em;">NO CHANGE</p>

# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.01. - Mayor and Council Members.</b></p> <p><b>(a)</b> There shall be a City Council, hereinafter referred to as the Council, with all powers of the City vested therein, except as otherwise provided by this Charter, consisting of a Council Member designated as the Mayor and four other Council Members, all of whom shall be elected from the City at-large.</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 4.01. - Mayor and Council Members.</b></p> <p><b>(b)</b> Council seats shall be designated as seats #1, #2, #3, #4, and #5. Council seat #5 is assigned to the Mayor. Candidates shall be required to seek election to a specific seat on the Council.</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 4.01. - Mayor and Council Members.</b></p> <p><b>(c)</b> Each member of the Council shall be a registered elector of the City and shall have resided within the corporate limits of the municipality for a minimum of one year prior to qualifying for election.</p>	<p><b>NO CHANGE</b></p>



# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.01. - Mayor and Council Members.</b></p> <p><b>(d)</b> The Council members are elected officials who are accountable to the citizens at regularly held elections and who are subject to recall as provided by law. The citizens, through these processes, have the opportunity to elect, re-elect, or dismiss their elected officials whose promise of performance or actual performance in office best reflects the policies which the citizens desire to implement in the government of the City.</p>	<p>NO CHANGE</p>
<p><b>Sec. 4.01. - Mayor and Council Members.</b></p> <p><b>(e)</b> Policymaking is the sole prerogative of the Council. Administrative staff, whether hired or appointed under terms of this Charter, is subordinate to the elected officials, whose power derives from the consent of, and election by, the citizens of the City.</p>	<p>NO CHANGE</p>
<p><b>Sec. 4.01. - Mayor and Council Members.</b></p> <p><b>(f)</b> Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council, including the establishment of boards, commissions, and committees. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the municipality by law.</p>	<p>NO CHANGE</p>

# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.02. - Mayor.</b></p> <p>The Mayor shall serve as Chairperson during meetings of the Council. In addition, the Mayor shall:</p> <p><b>(a)</b> Serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance;</p> <p><b>(b)</b> Serve as the ceremonial head of the City;</p> <p><b>(c)</b> Be responsible to the Governor for the purposes of military law;</p> <p><b>(d)</b> Shall perform such other duties, consistent with his/her office, as may be delegated to him by the City Council.</p>	<p><b>(e)</b> Shall perform such other duties, consistent with his/her office, as may be delegated to him/<b>HER</b> by the City Council.</p> <p style="text-align: right; color: red;">(1/29/2020)</p>
<p><b>Sec. 4.03. – Vice Mayor.</b></p> <p>At the first regularly scheduled meeting following the City's general election, the Council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Interim Mayor pursuant to Section 4.08 of this Charter.</p>	<p><b>Sec. 4.03. – Vice Mayor.</b></p> <p>At the first regularly scheduled meeting <b>IN JANUARY</b> following the City's general election, the Council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Interim Mayor pursuant to Section 4.08 of this Charter.</p> <p style="text-align: right; color: red;">1/15/2020</p>

# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.04. - Prohibitions.</b></p> <p>(a) Neither the Council, nor any individual member of the Council, shall in any manner dictate the employment or removal of any employee other than the City Manager and City Attorney, but the Council may express its views and fully and freely discuss with the City Manager anything pertaining to the appointment or removal of such officers or employees. No individual member of the Council shall give orders to any officer or employee of the City. Recommendations for improvements in the City government operations shall come through the City Manager, but each member of the Council shall be free to discuss or recommend improvements to the City Manager, and the Council is free to direct the City Manager to implement specific recommendations for improvement in City government operations.</p> <p>(b) No present or former elected City official shall hold any compensated appointive office or employment with the City until one year after the expiration of the official's elected term.</p>	<p style="text-align: center;"><b>NO CHANGES</b></p>

# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.05. - Compensation.</b></p> <p>(a) Commencing January 1, 1997, the Mayor shall receive the sum of \$500.00 per month during the term of his or her office and each Council Member shall receive the sum of \$400.00 per month during his or her term of office. An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of the first month following the first regular election of the City subsequent to the adoption of such ordinance.</p> <p>(b) The council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.</p>	<p>(a) Commencing January 1, <b>2021</b>, the Mayor shall receive the sum of <b>\$800.00</b> per month during the term of his or her office and each Council Member shall receive the sum of <b>\$650.00</b> per month during his or her term of office. <b>AT THE BEGINNING OF EACH FISCAL YEAR, MAYOR AND COUNCIL COMPENSATION SHALL BE ADJUSTED BASED UPON THE CPI INDEX (CPI-U) FROM THE PREVIOUS CALENDAR YEAR.</b></p> <p>(b) An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of <b>JANUARY</b> following the first regular election of the City subsequent to the adoption of such ordinance.</p> <p>(c) The council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.</p> <p style="text-align: right;"><b>1/15/2020</b></p>
<p><b>Sec. 4.06. - Vacancies.</b></p> <p>The office of a member of the Council shall become vacant upon the member's inability to fulfill the duties of the office, resignation, or removal from office as authorized by law or this Charter.</p>	<p style="text-align: center;"><b>NO CHANGES</b></p>

# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.07. - Forfeiture of office.</b></p> <p>(a) A member of the Council may forfeit his/her office, if the member:</p> <ul style="list-style-type: none"> <li>i. Lacks at any time during the term of office any qualification for the office prescribed by this Charter or by law;</li> <li>ii. Violates any express prohibition of this Charter; or</li> <li>iii. Is convicted of a felony or criminal misdemeanor.</li> </ul> <p>If any of these events should occur, a hearing shall automatically be conducted at the next regularly scheduled Council meeting, and the member may be declared to have forfeited office by majority vote of the Council.</p>	<p><b>Sec. 4.07. - Forfeiture of office.</b></p> <p>(a) A member of the Council may forfeit his/her office, if the member:</p> <ul style="list-style-type: none"> <li>i. Lacks at any time during the term of office any qualification for the office prescribed by this Charter or by law;</li> <li>ii. Violates any express prohibition of this Charter; or</li> <li>iii. Is convicted of a felony or criminal misdemeanor.</li> <li>iv. <b>FAILS TO ATTEND THREE REGULAR MEETINGS OF THE COUNCIL WITHIN ANY TWELVE-MONTH PERIOD WITHOUT BEING EXCUSED BY AN AFFIRMATIVE VOTE OF AT LEAST THREE MEMBERS OF THE CITY COUNCIL.</b></li> </ul> <p>If any of these events <b>WITHIN THIS SECTION</b> should occur <b>AND A WRITTEN COMPLAINT IS FILED WITH THE CITY CLERK ALLEGING SUCH A FORFEITURE EVENT</b>, a hearing shall be conducted at the next regularly scheduled Council meeting <b>TO DETERMINE WHETHER A FORFEITURE EVENT HAS OCCURRED. AT THIS HEARING, IF A FORFEITURE EVENT IS DETERMINED TO HAVE OCCURRED BY THE CITY COUNCIL, THE CITY COUNCIL SHALL SUSPEND THE MEMBER WITH PAY FOR UP TO 60 DAYS. THE CITY COUNCIL AND SUSPENDED MEMBER MAY GATHER FACTS AND EVIDENCE, AND WITHIN THE TIME ESTABLISHED BY THE CITY COUNCIL, BUT NOT LESS THAN 15 DAYS AFTER THE SUSPENSION DATE OF THE COUNCIL</b></p>

MEMBER OR MORE THAN 60 DAYS AFTER THE SUSPENSION DATE UNLESS THE CITY COUNCIL AND THE ACCUSED COUNCIL MEMBER AGREE TO AN EXTENSION, THE CITY COUNCIL SHALL CONDUCT A FORFEITURE HEARING. BASED UPON THE FACTS AND EVIDENCE PRESENTED AT THE HEARING, THE COUNCIL, BY AFFIRMATIVE VOTE OF AT LEAST THREE COUNCIL MEMBERS, MAY DECLARE the member to have forfeited office.

# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.07. - Forfeiture of office.</b></p> <p>(b) A member of the Council shall forfeit his/her office, if the member misses three regular meetings of the Council within any twelve-month period regardless of the reason for absence. Absences from special meetings and workshops of the Council are discouraged, but do not count for purposes of forfeiting a Council member's office. Absences of Council members shall be reflected in the minutes of each meeting of the Council. The Council's approval of minutes reflecting absences of a Council member shall be prima facie evidence of the member's absence from the meeting.</p>	<p><b>Sec. 4.07. - Forfeiture of office.</b></p> <p>(b) A member of the Council shall forfeit his/her office, if the member misses three regular meetings of the Council within any twelve-month period <b>WITHOUT BEING EXCUSED BY AFFIRMATIVE VOTE OF AT LEAST THREE MEMBERS OF THE CITY COUNCIL. IF ABSENCES ARE UNEXCUSED, THE COUNCIL WILL FOLLOW THE PROCESS ESTABLISHED IN Section 4.07(a).</b></p> <p>Absences from special meetings and workshops of the Council are discouraged, but do not count for purposes of forfeiting a Council member's office. <b>ABSENCES DUE TO SUSPENSION DO NOT COUNT FOR THE PURPOSES OF FORFIEITING A COUNCIL MEMBER'S OFFICE.</b> Absences of Council members shall be reflected in the minutes of each meeting of the Council. The Council's approval of minutes reflecting absences of a Council member shall be prima facie evidence of the member's absence from the meeting.</p>

# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.08. - Filling of vacancies.</b></p> <p>A vacancy on the Council, except for the position of Mayor, shall be filled by appointment by majority vote of the Council members remaining, and said appointment shall be effective until a successor is chosen at the next regular election. In the event that all members of the Council are removed by death, disability, law, or forfeiture of office, the Governor shall appoint an Interim Council that shall call a special election to be held within 45 days following the occurrence of the vacancies.</p> <p>In the event that the Mayor becomes unable to fulfill the duties of his/her office, ceases to be qualified, or is removed from office as provided by law or this Charter, the Vice Mayor of the Council shall assume the full powers and duties of the Mayor under the following conditions:</p> <p><b>(a)</b> If six months or more remain in the current term of the Mayor, the Vice Mayor of the Council shall become Interim Mayor and shall temporarily relinquish his/her office as Council Member until the unexpired portion of the term is filled by a special election held and completed within 45 days of the occurrence of the vacancy; or</p> <p><b>(b)</b> If less than six months remain in the current term of the Mayor, the Vice Mayor of the Council shall temporarily relinquish his/her office as Council Member and shall assume the office of Mayor for the remainder of the unexpired term. The Council vacancy thus created shall be filled by an interim appointment under the provisions of this Charter, to be effective only until such time as the Mayor resumes his/her office or until the expiration of the term of the office, whichever occurs first.</p>	<p><b>Sec. 4.08. - Filling of vacancies.</b></p> <p>A vacancy on the Council, except for the position of Mayor, shall be filled by appointment by majority vote of the Council members remaining, and said appointment shall be effective until a successor is chosen at the next regular election. In the event that all members of the Council are removed by death, disability, law, or forfeiture of office, the Governor shall appoint an Interim Council that shall call a special election to be held within <b>90</b> days following the occurrence of the vacancies <b>OR AS SOON THEREAFTER AS THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS CAN CONDUCT THE ELECTION.</b></p> <p>In the event that the Mayor becomes unable to fulfill the duties of his/her office, ceases to be qualified, or is removed from office as provided by law or this Charter, the Vice Mayor of the Council shall assume the full powers and duties of the Mayor under the following conditions:</p> <p>(a) If six months or more remain in the current term of the Mayor, the Vice Mayor of the Council shall become Interim Mayor and shall temporarily relinquish his/her office as Council Member until the unexpired portion of the term is filled by a special election held and completed within <b>90</b> days following the occurrence of the vacancies <b>OR AS SOON THEREAFTER AS THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS CAN CONDUCT THE ELECTION;</b> or</p> <p>(b) If less than six months remain in the current term of the Mayor, the Vice Mayor of the Council shall temporarily relinquish his/her office as Council Member and shall assume the office of Mayor for the remainder of the unexpired term. The Council vacancy thus created shall be filled by an interim appointment under the provisions of this Charter, to be effective only until such time as the Mayor resumes his/her office or until the expiration of the term of the office, whichever occurs first.</p>



# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.09. -Judge of qualifications.</b></p> <p>The Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths, and require the production of evidence.</p> <p>A Council Member charged with conduct constituting grounds for forfeiture of this office shall be notified by the City Clerk by certified mail, and shall be entitled to a public hearing at the next regularly scheduled meeting of the Council as outlined in Section 4.07 of this Charter. Notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing.</p>	<p>The Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths, and require the production of evidence.</p> <p>A Council Member charged with conduct constituting grounds for forfeiture of this office shall be notified by the <b>City Clerk by certified mail, BY PROCESS SERVER, HAND DELIVERY, OR VERIFIED ELECTRONIC MEANS</b>, and shall be entitled to a public hearing at the next regularly scheduled meeting of the Council as outlined in Section 4.07 of this Charter. Notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing</p>
<p><b>Sec. 4.10. - Independent financial audit.</b></p> <p>The Council shall provide for an independent annual financial audit of all City accounts and may provide for more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City government or in any of its officers. Residency in the City shall not be construed as a prohibited interest.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.11. - Meetings.</b></p> <p>The Council shall meet regularly at least once every month at such times and locations within the boundaries of the City as the Council may prescribe.</p> <p>Special meetings and workshops of the Council may be held on the call of the Mayor or the City Manager and, whenever practical, upon no less than a 24-hour notice to each member and the public. Action taken at a special meeting shall be limited to the purpose for which the special meeting is called.</p> <p>All meetings shall be public and shall be scheduled to commence no earlier than 7:00 a.m. nor later than 10:00 p.m. The Council shall provide a reasonable period of time at each regularly scheduled meeting for members of the public to address the Council upon matters relating to the City or of concern to its citizens.</p>	<p><b>Sec. 4.11. - Meetings.</b></p> <p>The Council shall meet regularly at least once every month at such times and locations within the boundaries of the City as the Council may prescribe.</p> <p>Special meetings and workshops of the Council may be held on the call of the Mayor or the City Manager and, whenever practical, upon no less than a 24-hour notice to each member and the public. <b>Action taken at a special meeting shall be limited to the purposes for which the special meeting is called.</b> All meetings shall be public and shall be scheduled to commence no earlier than 7:00 a.m. nor later than 10:00 p.m. The Council shall provide a reasonable period of time at each regularly scheduled meeting for members of the public to address the Council upon matters relating to the City or of concern to its citizens.</p>
<p><b>Sec. 4.12. - Rules and journal.</b></p> <p>The Council shall determine its own rules and order of business and shall provide for keeping a journal and minutes and votes of its proceedings. The journal and minutes shall be public records.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article IV

### CHARTER OFFICERS

Current Language	Recommended Change
<p><b>Sec. 4.13. - Voting/quorum.</b></p> <p>Roll call voting shall be required upon the specific request of a Council member and shall be recorded in the minutes; otherwise, voting shall be by ayes and nays.</p> <p>Three members of the Council shall constitute a quorum. No action of the Council shall be valid or binding unless adopted by the affirmative vote of a majority of the Council Members present at the time a quorum exists.</p> <p>All council members in attendance shall vote on all Council actions, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest as defined under general law.</p>	<p style="color: red;">Add this paragraph:</p> <p style="color: red;"><b>FOR THE PURPOSES OF THIS CHARTER, ATTENDANCE AT A COUNCIL MEETING SHALL MEAN PHYSICAL PRESENCE. A COUNCIL MEMBER WHO IS NOT PHYSICALLY PRESENT AT A REGULAR OR SPECIAL COUNCIL MEETING SHALL NOT PARTICIPATE IN SAID MEETING OR VOTE ON ANY ISSUE.</b></p>

# Charter Review Commission

## Article V

NOMINATIONS AND ELECTIONS; TERMS	
Current Language	Recommended Change
<p><b>Sec. 5.01. - Elections.</b></p> <p>The Council establishes the City's election qualifying dates and the City's election schedule as follows:</p> <p>a) In even-numbered years, the City shall hold its election qualifying during an 11-day period ending simultaneously with the time period established by the Florida Election Code for qualifying for county office in the general election, beginning at 9:00 a.m. and ending at noon on the appropriate days. The City shall have elections on the dates established by the State Election Code for first and second primaries.</p>	<p>The Council establishes the City's election qualifying dates and the City's election schedule as follows:</p> <p>(a) In even-numbered years, the City shall hold its election qualifying period <u>in accordance with general law as such pertains to county offices.</u> <del>the Florida Election Code for qualifying for county office in the general election, beginning at 9:00 a.m. and ending at noon on the appropriate days. The City shall have elections on the dates established by the State Election Code for first and second primaries</del></p>
<p><b>Sec. 5.01 - Elections</b></p> <p>b. In odd-numbered years, the City shall hold its election qualifying during normal business hours between 9:00 a.m. on the first day and 12 noon on the last day during an 11-day qualifying period, the dates and times of which shall be compatible with the date of the City's General Election and determined by and through the Volusia County Supervisor of Elections. The City's General Election shall be held on a date established by and through the Supervisor of Elections that allows for sufficient time under applicable state election law to deliver overseas and military absentee ballots, and the runoff election shall be held on the first Tuesday after the first Monday in November.</p>	<p><b>ELIMINATE</b></p>

# Charter Review Commission

## Article V

NOMINATIONS AND ELECTIONS; TERMS	
Current Language	Recommended Change
<p><b>Sec. 5.01 - Elections</b></p> <p>c) The Council by simple majority vote may change any qualifying or election date in order to avoid a conflict with a religious holiday. The Council may change any qualifying period or election date as may be authorized by state law.</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 5.02. - Commencement of term.</b></p> <p>The terms of members of the Council shall begin on January 1st of the year following the election.</p>	<p>The terms of members of the Council shall begin on <u>the day of the first regular meeting in</u> January <del>1st</del> of the year following the election.</p>

# Charter Review Commission

## Article V

### NOMINATIONS AND ELECTIONS; TERMS

Current Language	Recommended Change
<p><b>Sec. 5.03. - Terms of office.</b></p> <p>The term for all Council seats shall remain three (3) years for Council terms commencing prior to January 1, 2015. Commencing in the manner described herein, the term of office for all Council seats shall be for four (4) years. Four (4) year terms for seats 3, 4 and 5 shall commence on January 1, 2015 following the 2014 election for such seats and shall continue thereafter. Four (4) year terms for seats 1 and 2 shall commence on January 1, 2017, following the 2016 election for such seats and shall continue thereafter. No member of the Council shall serve (or, but for resignation would have served) for more than two (2) consecutive full terms of office. A candidate who has been elected to two (2) consecutive full terms of office may requalify for any vacant seat provided said candidate does not actually take office for at least a one-year period after the end of that candidate's previous two (2) full terms of office. Members of the City Council elected shall hold their seats for the term of office for which they were respectively elected until such time as they are reelected, their successors have been elected and take office, or such office is otherwise prematurely vacated. An individual appointed to fill a vacant office shall be bound to the term of office served by such individual's predecessor.</p>	<p><del>The term for all Council seats shall remain three (3) years for Council terms commencing prior to January 1, 2015. Commencing in the manner described herein, <u>The term of office for all Council seats is four (4) years for members elected in 2014 and thereafter.</u> Four (4) year terms for seats 3, 4 and 5 shall commence on January 1, 2015 following the 2014 election for such seats and shall continue thereafter. Four (4) year terms for seats 1 and 2 shall commence on January 1, 2017, following the 2016 election for such seats and shall continue thereafter.</del></p> <p>No member of the Council shall serve (or, but for resignation would have served) for more than two (2) consecutive full terms of office.</p> <p>A candidate <del>for City Council seat who has been elected to two (2) consecutive full terms of office may requalify for any vacant City Council seat provided said candidate does not actually take office for at least a one-year period after the end of that candidate's previous two (2) full terms of office; unless such candidate is not the mayor and qualifies to run for the mayor's seat in which case, if elected, the two (2) consecutive full terms of office limitation commences for the newly elected mayor.</del></p> <p>Members of the City Council elected shall hold their seats for the term of office for which they were respectively elected until such time as they are reelected, their successors have been elected and take office, or such office is otherwise prematurely vacated. An individual appointed to fill a vacant office shall be bound to the term of office served by such individual's predecessor.</p> <p><del>A Council Member who qualifies to run for any elected governmental office that is not a municipal office of the City of DeBary must resign effective immediately from the City Council upon such qualification. — (1)</del></p>

# Charter Review Commission

## Article V

<b>NOMINATIONS AND ELECTIONS; TERMS</b>	
<b>Current Language</b>	<b>Recommended Change</b>
<p><b>Sec. 5.04. - Qualified electors.</b></p> <p>Any person who is a resident of the City, who has qualified as an elector of the state, and who registers in the manner prescribed by law shall be an elector of this City.</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 5.05. - Adoption of election procedures.</b></p> <p>The Council, by ordinance, shall adopt such election procedures as are necessary.</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 5.06. - Nonpartisan elections.</b></p> <p>All elections for officers of the City shall be conducted on a nonpartisan basis without any designation of political party affiliation.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article V

<b>NOMINATIONS AND ELECTIONS; TERMS</b>	
<b>Current Language</b>	<b>Recommended Change</b>
<p><b>Sec. 5.07. - Multiple candidates; nomination of candidates, petitions for placement on ballot.</b></p> <p>When there are fewer than three (3) qualified persons nominated by petition for the office of mayor, then and in that event only, no primary election shall be held for the election of Mayor, and the City Clerk shall declare the person or persons so nominated by petition as nominee or nominees for the office of Mayor or for said City at the general election; however, if more than two (2) qualified persons are nominated for the office of Mayor, then the City Clerk shall include the nominees in the primary election. A candidate who receives a majority of the votes cast shall be declared to be the Mayor. If no candidate receives a majority of the votes cast, the names of the two (2) candidates for nomination to the office of Mayor who shall receive the greatest vote in such primary election shall be placed upon the ballot at the next general municipal election. The candidate at the general election who shall receive the greater number of votes at said general election for the office of Mayor shall be declared to be the Mayor.</p>	<p style="color: red; font-weight: bold;">NO CHANGE</p>



# Charter Review Commission

## Article V

<b>NOMINATIONS AND ELECTIONS; TERMS</b>	
<b>Current Language</b>	<b>Recommended Change</b>
<p><b>Sec. 5.07. - Multiple candidates; nomination of candidates, petitions for placement on ballot. (Continued)</b></p> <p>When there are fewer than three (3) qualified persons nominated by petition, for the office of City Council, the City Clerk shall declare the person or persons so nominated by petition, as nominee or nominees for the office of City Council at the general municipal election; however, if more than two (2) qualified persons are nominated by petition, then the City Clerk shall include the nominee in the primary election as herein provided.</p> <p>A candidate who receives a majority of the votes cast in said primary election shall be declared elected to the City Council. If no candidate receives a majority of the votes cast, the names of the two (2) candidates for nomination to the office of City Council who shall receive the greatest vote in said primary election shall be placed on the ballot at the next general municipal election. The ballot to be used at said elections shall be so arranged as to show clearly and to designate the names of the candidates for Mayor and the candidates for City Council. A tie vote between two (2) or more candidates for the office of Mayor or between two (2) or more candidates for the office of City Council shall be determined by the drawing of lots</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 5.08. - Recall.</b></p> <p>The qualified electors of the municipality shall have the power to</p>	<p><b>NO CHANGE</b></p>

recall and to remove any elected official of the City as prescribed by general law.

# Charter Review Commission

## Article VI

### CITY MANAGER

Current Language	Recommended Change
<p><b>Sec. 6.01. - Appointment and qualifications.</b></p> <p>The Council, by an affirmative vote of a majority of all Council Members, shall appoint a City Manager for an indefinite term and fix compensation. The City Manager shall be appointed primarily on the basis of executive and administrative qualifications.</p>	<p>The Council, by an affirmative vote of a majority of all Council Members, shall appoint a City Manager for an <del>an</del> <u>definite or</u> indefinite term and fix compensation. The City Manager shall be appointed primarily on the basis of executive and administrative qualifications.</p>
<p><b>Sec. 6.02. - Removal.</b></p> <p>The Council may remove the City Manager for any reason by affirmative vote of a majority of all Council Members. If the vote is less than unanimous by all Council Members, the City Manager may, within seven days of the dismissal motion by Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.</p>	<p style="text-align: center;"><b>NO CHANGE</b></p>

# Charter Review Commission

## Article VI

<b>CITY MANAGER</b>	
<b>Current Language</b>	<b>Recommended Change</b>
<p><b>Sec. 6.03. - Powers and duties.</b></p> <p>The City Manager shall be the chief administrative officer of the City and shall implement and administer all ordinances, resolutions, and policies adopted by the Council and shall perform such other duties as may be required by the Council or law. The City Manager shall be responsible to the Council and shall have the following powers and duties:</p> <ul style="list-style-type: none"> <li>(a) To hire or fill existing positions and, when the City Manager deems it necessary for the good of the City service, suspend or remove City employees, except as otherwise provided by law or this Charter.</li> <li>(b) To direct and supervise the administration of all employees, departments, and agencies of the City, except as otherwise provided by this Charter or by law.</li> <li>(c) To attend all Council meetings unless excused by the Council, and shall have the right to take part in discussion but may not vote.</li> <li>(d) To ensure that all laws, provisions of this Charter, and acts of the Council, subject to enforcement by the City Manager or by officers subject to the City Manager's direction and supervision, are faithfully executed.</li> </ul>	<p style="color: red; font-weight: bold; font-size: 1.2em;">NO CHANGE</p>

# Charter Review Commission

## Article VI

<b>CITY MANAGER</b>	
<b>Current Language</b>	<b>Recommended Change</b>
<p><b>Sec. 6.03. - Powers and duties.</b> (continued)</p> <p>(e) To submit to the Council and make available to the public a complete report on the administrative activities of the City as of the end of each fiscal year.</p> <p>(f) To make such other reports as the Council may require concerning the operation of City departments, offices, and agencies subject to the City Manager's direction and supervision.</p> <p>(g) To keep the Council fully advised as to the condition and future needs of the City and to make written recommendations to the Council concerning the affairs of the City.</p> <p>(h) When needed, to perform the duties of City Clerk in addition to the duties of City Manager during any period of time so appointed by the Council.</p> <p>(i) To perform such other duties as are specified in this Charter or as may from time to time be assigned by the Council</p>	<p style="color: red; font-weight: bold; font-size: 1.2em;">NO CHANGE</p>

# Charter Review Commission

## Article VII

<b>CITY CLERK</b>	
<b>Current Language</b>	<b>Recommended Change</b>
<p><b>Sec. 7.01. - Appointment; duties.</b></p> <p>There may be a City Clerk who shall be appointed by the City Manager. The City Clerk shall serve at the pleasure of the City Manager and shall:</p> <ul style="list-style-type: none"> <li>(a) Give notice of Council meetings to its members and the public.</li> <li>(b) Keep the journal and minutes of the proceedings of the Council and its committees, which shall be public records.</li> <li>(c) Authenticate by signature and record in full in books kept for that purpose all ordinances and resolutions passed by the Council.</li> <li>(d) Be the custodian of the City seal.</li> <li>(e) Have the power to administer oaths.</li> </ul> <p>Perform such other duties as may be assigned by the City Manager</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Articles VIII & IX

VIII. CITY ATTORNEY IX. ADMINISTRATIVE DEPARTMENTS	
Current Language	Recommended Change
<p><b>Sec. 8.01. - Appointment; duties.</b></p> <p>There shall be a City Attorney appointed by the Council, by an affirmative vote of a majority of all Council Members, who may represent the City in all legal proceedings and shall perform all other duties assigned by the Council. The Council may remove the City Attorney for any reason by motion requiring three affirmative votes.</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 9.01. - Establishment of additional departments.</b></p> <p>The Council may establish such other departments as it determines necessary for the efficient administration and operation of the City; such departments, offices, or agencies shall be established by ordinance.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article X

### ORDINANCES AND RESOLUTIONS

Current Language	Recommended Change
<p><b>Sec. 10.01. - Definition of ordinances and resolutions.</b></p> <p>As used in this Charter, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:</p> <p><b>(f)</b> "Ordinance" means an official legislative action of the Council, which action is a regulation of a general and permanent nature and enforceable as a local law.</p> <p><b>(g)</b> "Resolution" means an expression of the Council concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the City.</p>	<p style="text-align: center;"><b>NO CHANGE</b></p>

# Charter Review Commission

## Article X

### ORDINANCES AND RESOLUTIONS

Current Language	Recommended Change
<p><b>Sec. 10.02. - Adoption of ordinances.</b>            Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject which shall be clearly expressed in its title. The enacting clause for an ordinance shall be:            "IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS..."</p> <p>An ordinance may be introduced by the Mayor or any member of the Council at any regular or special meeting of the Council. A proposed ordinance may be read by title, or in full, on at least two separate Council meeting days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the City. The notice of proposed enactment shall state the date, time, and place of the meeting; the title of a proposed ordinance; and the place or places within the City where such proposed ordinance may be inspected by the public.</p>	<p>An ordinance may be introduced by the Mayor, <del>or any member of the Council at any regular or special meeting of the Council</del> <u>a majority vote of the City Council, or the City Manager</u>. <del>A proposed ordinance may be read by title, or in full, on at least two separate Council meeting days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the City.</del> <u>Proposed ordinances must be noticed and adopted in accordance with general law.</u> <del>and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the City.</del> The notice of proposed enactment shall state the date, time, and place of the meeting; the title of a proposed ordinance; and the place or places within the City where such proposed ordinance may be inspected by the public.</p>



# Charter Review Commission

## Article X

### ORDINANCES AND RESOLUTIONS

Current Language	Recommended Change
<p><b>Sec. 10.02. - Adoption of ordinances. (CONTINUED)</b></p> <p>To meet a public emergency affecting life, health, property, or the public peace, the Council, by at least a two-thirds vote of a quorum of the Council, as defined in Section 4.13, may adopt an emergency ordinance without complying with the requirements of notice expressed in the foregoing paragraph. An emergency ordinance may not levy taxes; grant, renew, or extend a franchise; set service or user charges for any municipal services; or authorize the borrowing of money. An emergency ordinance shall become effective upon adoption and automatically stand repealed as of the 61st day following the date on which it was adopted. This shall not prevent reenactment of such ordinance under regular procedures. Ordinances which rezone specific parcels of private real property or which substantially change permitted use categories shall be enacted pursuant to general law.</p> <p>An ordinance shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the Mayor and the City Clerk. A copy of the ordinance shall be available in the City Hall.</p>	<p>An ordinance shall, upon its final passage, <del>be recorded in a book kept for that purpose and</del> be signed by the Mayor and the City Clerk and <u>be recorded in a book kept for that purpose</u>. A copy of the ordinance shall be available in the City Hall.</p>

# Charter Review Commission

## Article X

### ORDINANCES AND RESOLUTIONS

Current Language	Recommended Change
<p><b>Sec. 10.03. - Adoption of resolutions.</b></p> <p>Every proposed resolution shall be introduced in writing and in the form required for final adoption. No resolution shall contain more than one subject which shall be clearly expressed in its title. The clause which shall be used for all resolutions approved by the Council shall be:</p> <p style="padding-left: 40px;">"IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS..."</p> <p>A resolution may be introduced by the Mayor or any member of the Council at any regular or special meeting of the Council.</p> <p>A resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the Mayor and the City Clerk. A copy of the resolution shall be available in the City Hall.</p>	<p>A resolution may be introduced by the Mayor, a majority vote of the City Council, or the City Manager at any regular or special meeting of the Council.</p> <p>A resolution shall, upon its final passage, <del>be recorded in a book kept for that purpose and shall be signed by the Mayor and the City Clerk</del> <u>and recorded in a book kept for that purpose</u>. A copy of the resolution shall be available in the City Hall.</p>

# Charter Review Commission

## Article XI

### FINANCIAL PROCEDURES

Current Language	Recommended Change
<p><b>Sec. 11.01. - Fiscal year.</b></p> <p>The fiscal year of the City shall begin on the first day of October and end on the last day of September.</p>	<p>NO CHANGE</p>
<p><b>Sec. 11.02. - Submission of budget and budget message.</b></p> <p>On or before the 15th day of July of each year, the City Manager shall submit to the Council a budget in accordance with state law. It shall outline the financial policies of the City for the ensuing fiscal year; describe the important features of the budget; indicate any major changes from the current year in financial policy, including any changes in budgetary accounting methods from the current year expenditures and revenues together with the reasons for such changes; summarize the City's debt position; and include such other material as the City Manager deems necessary.</p>	<p>NO CHANGE</p>

# Charter Review Commission

## Article XI

### FINANCIAL PROCEDURES

Current Language	Recommended Change
<p><b>Sec. 11.03. - Council action on the budget.</b></p> <p>(a) The Council shall adopt the budget by resolution on or before the 30th day of September each year.</p> <p>(b) Unless authorized by the electors of the City at a duly held referendum election, the Council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease purchase contracts or any other unfunded multi-year contracts all for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of eighty-four (84) months, unless mandated by state or federal governing agencies.</p> <p>(c) The Council shall adopt a formal debt management policy by ordinance.</p>	<p>(a) The Council shall adopt the budget by resolution on or before the 30th day of September each year, <u>or as otherwise permitted by general law, executive order, or other State authority.</u></p> <p>(b) Unless authorized by the electors of the City at a duly held referendum election, the Council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease purchase contracts or any other unfunded multi-year contracts all for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of <u>one hundred twenty (120)</u> <del>eighty four (84)</del> months, unless mandated by state or federal governing agencies.</p>
<p><b>Sec. 11.04. - Public records.</b></p> <p>Copies of the budget and the capital program as adopted shall be public records and shall be made available to the public at suitable locations in the City.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article XI

### FINANCIAL PROCEDURES

Current Language	Recommended Change
<p><b>Sec. 11.05. - Budget amendments.</b></p> <p><i>(a) Supplemental appropriations.</i> If, during the fiscal year, the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council, by resolution, may make supplemental appropriations for the year up to the amount of such excess, so long as a fiscally responsible reserve is maintained.</p> <p><i>(b) Emergency appropriations.</i> To meet a public emergency affecting life, health, property, or the public peace, the Council, by resolution, may make emergency appropriations. To the extent that there are no unappropriated revenues to meet such appropriations, the Council may by such emergency resolution authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals in any fiscal year shall be paid not later than the last day of the fiscal year succeeding that in which the emergency appropriations were made if the emergency notes are to be paid from sources other than ad valorem taxies levied by the City. If the emergency notes are to be paid from ad valorem taxes levied by the City, the emergency notes and any renewals thereof may not have a maturity greater than twelve months from the date of issuance.</p>	<p><i>(b) Emergency appropriations.</i> To meet a public emergency affecting life, health, property, or the public peace, the Council, by resolution, may make emergency appropriations. To the extent that there are no unappropriated revenues to meet such appropriations, the Council may by such emergency resolution authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals in any fiscal year shall be paid not later than the last day of the fiscal year succeeding that in which the emergency appropriations were made if the emergency notes are to be paid from sources other than ad valorem <del>taxies</del> <u>taxes</u> levied by the City. If the emergency notes are to be paid from ad valorem taxes levied by the City, the emergency notes and any renewals thereof may not have a maturity greater than twelve months from the date of issuance.</p>

# Charter Review Commission

## Article XI

### FINANCIAL PROCEDURES

Current Language	Recommended Change
<p><b>Sec. 11.05. - Budget amendments (continued)</b></p> <p>(c) <i>Reduction of appropriations.</i> If, during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose may, by resolution, reduce one or more appropriations.</p> <p>(d) <i>Transfer of appropriations.</i> At any time during the fiscal year, the City Manager may transfer any unencumbered appropriations among programs within a department, office, or agency, and, upon written request by the City Manager, the Council may by resolution transfer between funds any unencumbered appropriations from one department, office, or agency to another.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article XII

### INITIATIVE AND REFERENDUM

Current Language	Recommended Change
<p><b>Sec. 12.01. - Initiative and referendum.</b></p> <p>At least 25 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, and if the Council fails to adopt such ordinance so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance, or the repeal of the adopted ordinance, on the ballot at the next general election.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article XIII

### CHARTER AMENDMENTS

Current Language	Recommended Change
<p><b>Sec. 13.01. - Initiation by ordinance.</b></p> <p>The Council may, by ordinance, propose amendments to any or all of this Charter to be submitted to the electors, as provided by general law.</p>	NO CHANGE
<p><b>Sec. 13.02. - Initiation by petition.</b></p> <p>The electors of the City may propose amendments to this Charter by petition signed by at least ten percent (10%) of the registered electors as of the last preceding municipal general election, to be placed before the electors, as provided by general law.</p>	NO CHANGE
<p><b>Sec. 13.03. - Charter review.</b></p> <p>The Charter will be reviewed at least every seven (7) years.</p> <p>A 5-member Charter Review Commission shall be appointed and funded by the Council. The Charter Review Commission shall be appointed at least six months before the next scheduled election and complete its work and present any recommendations for change no later than 60 days before the election.</p> <p>The Council shall hold a minimum of two public hearings on the proposed changes of the Charter prior to placing the proposed changes on the scheduled election ballot.</p>	<p>The Charter will be reviewed at least every <b>EIGHT (8) years.</b></p> <p>A 5-member Charter Review Commission shall be appointed and funded by the Council. The Charter Review Commission shall be appointed at least <b>twelve</b> <del>six</del> months before the next scheduled election and complete its work and present any recommendations for change no later than <b>180</b> <del>60</del> days before the election.</p>



# Charter Review Commission

## Article XIV

SEVERABILITY	
Current Language	Recommended Change
<p><b>Sec. 14.01. - Invalidity of Charter provision or application.</b></p> <p>If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected thereby. If the application of this Charter or any of its provisions to any person or circumstance is held invalid, the application of the [Charter and its provisions to other persons or] circumstances shall not be affected thereby.</p>	<p><b>NO CHANGE</b></p>

# Charter Review Commission

## Article XV

TRANSITIONAL	
Current Language	Recommended Change
<p><b>Sec. 15.01. - Creation and establishment of the City of DeBary.</b></p> <p>For the purpose of compliance with F.S. § 200.066, relating to assessment and collection of ad valorem taxes, the City of DeBary is hereby created and established effective December 31, 1993.</p>	NO CHANGE
<p><b>Sec. 15.02. - Transitional ordinances and resolutions.</b></p> <p>The Council shall adopt ordinances and resolutions required to effect any revisions or amendments made to the Charter.</p>	NO CHANGE
<p><b>Sec. 15.03. - Contractual services and facilities.</b></p> <p>Services for fire, police, public works, parks and recreation, planning and zoning, building inspection, development reviews, animal control, and solid waste collection may be supplied by contract between the City and any governmental entity or private entity until such time as the City Council establishes such independent services.</p> <p>Facilities for housing the newly formed municipal operations may be rented or leased until the City is in the position to obtain its own facilities.</p>	NO CHANGE

# Charter Review Commission

## Article XV

<b>TRANSITIONAL</b>	
<b>Current Language</b>	<b>Recommended Change</b>
<p><b>Sec. 15.04. - Ordinances preserved.</b></p> <p>All Ordinances in effect upon the adoption of any revision or amendment to this Charter, to the extent not inconsistent with this Charter, as revised or amended, shall remain in full force until repealed or changed as provided herein.</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 15.05. - Rights of officers and employees.</b></p> <p>Nothing contained in any revision or amendment to this Charter except as otherwise specifically provided, shall affect or impair the rights or privileges of persons who are City officers or employees at the time of adoption of any such revision or amendment. Elected officials shall continue to hold their offices and discharge the duties thereof until their successors are elected or appointed as provided herein.</p>	<p><b>NO CHANGE</b></p>
<p><b>Sec. 15.06. - Pending matters.</b></p> <p>All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the City shall continue except as modified pursuant to the provisions of any revisions or amendments to this Charter.</p>	<p><b>NO CHANGE</b></p>



**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Variance – 78 River Bluff Trail	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
<b>From:</b> Matt Boerger, Growth Management	
<b>Meeting Hearing Date</b> July 22, 2020	

**REQUEST**

The Applicant and owner, Don Bolden, is requesting approval of a variance to locate and build a detached garage in the front of the home.

**PURPOSE**

The request is needed at this time to in order to allow the owner to build a detached garage to house vehicles in front of the home.

**CONSIDERATIONS**

The applicant would like to locate a 30-foot by 42-foot garage on a 2.5-acre lot in the front of the home.

The property has a zoning designation of Rural Estate (RA) and is subject to the Land Development criteria, Sec 3-89 requiring in a minimum lot size of 2.5 acres. The requested location of the detached garage in the front of the home necessitates a variance to Land Development Code, Sec 3-122(1), which states that accessory structures shall be located in rear or side yards but not the front. The code requires that the accessory structure have a minimum setback of five (5) feet from the rear property line and ten (10) feet from the side property line.

The existing home is set back towards the flood zone, making it difficult to locate the garage to the rear. Locating the detached garage on the side of the home is not feasible as it positions it much closer to the side lot lines and adjacent homes. Please see the attached propose site plan, depicting the proposed location of the detached garage, the existing flood zone line, as well as the existing abrupt changes in lot-line configurations. All of these variables make it difficult for the applicant to meet the existing land development code requirement of locating the garage to the rear of the home.

The City Engineer has reviewed the proposed location of the proposed detached garage and it will not create a line-of-sight issue for vehicles exiting the property. Additionally, the larger size of the lot should help to mitigate any aesthetic impacts of locating a detached garage in the front yard, as there is plenty of open space.

Land Development Code Sec 1-8(3) establishes criteria for approval of a variance. The City Council, in making its determination whether there are practical difficulties or particular hardships, also shall take

into consideration the extent to which the following facts favorable to the applicant have been established by the evidence:

*a. The particular physical surroundings, shape, topographical conditions, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.*

*b. The conditions upon which the request for a variance is based are unique to the parcel and would not be applicable, generally, to other property within the vicinity.*

*c. The purpose of the variance request is not based exclusively upon an economic hardship.*

*d. The alleged difficulty or hardship has not been created by any act or failure to act by the person owning the property.*

*e. The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.*

*f. The proposed variance will be consistent with the provisions of the Comprehensive Plan and the purposes of this Code. A variance shall meet any specific requirements identified in this Code and no variance shall be granted from these requirements.*

#### Findings of Fact:

- The requested location of the detached garage in the front of the home necessitates a variance to Land Development Code, Sec 3-122(1).
- The existing home is set back towards the flood zone, making it difficult to locate the detached garage to the rear of the home.
- Locating the proposed detached garage on the side of the home is not feasible as it positions it too close to the side lot lines and adjacent homes.
- On May 14, 2020, the City's Development Review Committee recommended approval of the proposed variance application to City Council.
- The proposed variance can meet the criteria established for approval pursuant to Land Development Code Sec. 1-8.

#### **COST/FUNDING**

N/A

#### **RECOMMENDATION**

It is recommended that the City Council approve the proposed variance to Land Development Code, Sec 3-122(1), allowing for a detached garage to be constructed in the front portion of the subject lot.

#### **IMPLEMENTATION**

The applicant will be required to submit a Residential Stormwater Permit Application, a Tree Removal Permit Application, and a Building Permit Application.

**ATTACHMENTS**

- Proposed Site Plan
- Survey
- Construction Drawings/Building Elevation



**DESIGN STATEMENT**

THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, RESIDENTIAL, 6th EDITION (2017). THE DESIGN CRITERIA ARE AS FOLLOWS:  
 ULTIMATE DESIGN WIND SPEED: 139mph  
 NOMINAL DESIGN WIND SPEED: 108mph  
 WIND IMPORTANCE FACTOR: I  
 BUILDING CATEGORY: II  
 WIND EXPOSURE: C  
 INTERNAL PRESSURE COEFFICIENT: 0.18  
 COMPONENTS & CLADDING WIND SPEED PER 10 S.F. (U.N.O.): +25.2psf/-33.7psf

RESIDENCE  
**Mr. and Mrs. Bolden**  
 78 River Bluff Trail  
 DeBary, Florida

DESIGNER  
**WHITE HEART DESIGNS**

ENGINEER OF RECORD  
**DON BOLDEN ENGINEERING**

INDEX	
A-0	COVER SHEET & SITE PLAN
A-1	FLOOR PLAN & ELECTRICAL PLAN
A-2	ELEVATIONS
A-3	ROOF PLAN
A-4	FOUNDATION PLAN
S-1	DETAILS
S-2	MISC. DETAILS

AREAS (SQ. FT.)	
GARAGE	1260
TOTAL	1260

**white heart designs**  
 RESIDENTIAL ARCHITECTURE  
 790 DeBary Blvd., Suite 100 DeBary, Florida 32725  
 (407) 255-1111

**DON BOLDEN ENGINEERING, INC.**  
 Donald G. Bolden, P.E.  
 P.O. Box 530783  
 DeBary, FL 32753

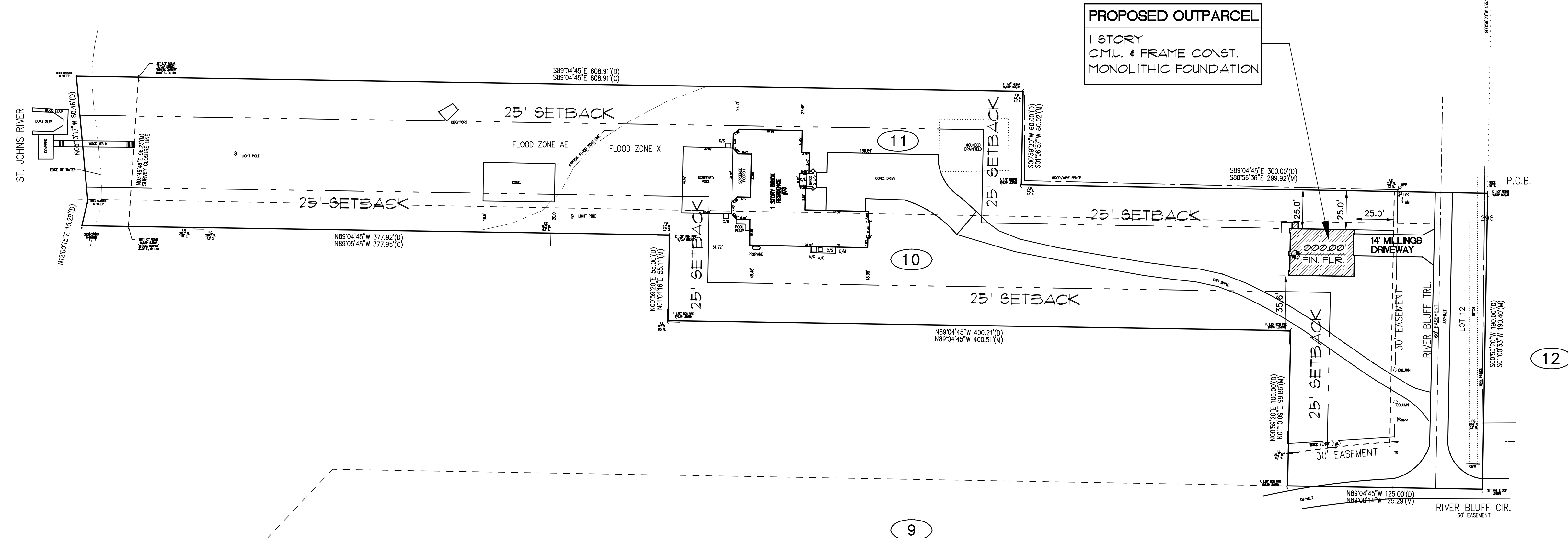
**LEGAL DESCRIPTION**

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5' 15" 25' 38' 45"  
 0° 10' 20' 30' 40' 50"  
**SCALE: 1" = 40.0'**



**SITE PLAN**

**SITE PLAN**  
 A CUSTOM GARAGE FOR:  
**Mr. & Mrs. Bolden**  
 78 River Bluff Trail, DeBary, FL

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DONALD G. BOLDEN, P.E. ON THE DATE AND AT THE TIME STAMPED HEREIN USING A DIGITAL SIGNATURE.

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DIGITAL SIGNATURE

Don Bolden Eng. Inc  
 Donald G. Bolden, P.E.  
 Florida Reg. # 47524  
 Cert. of Auth. # 26000  
 P.O. Box 530783  
 DeBary, FL 32753

PROJECT NO.:  
 DBOLDGT1A0  
 DATE:  
 21 OCT 2019  
 DRAWN BY:  
 JTR  
 SHEET NO.:  
**A-0**

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 78 River Bluff Trail  
 DeBary, Florida

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**AREAS (SQ. FT.)**

GARAGE	1260
<b>TOTAL</b>	<b>1260</b>

**REVISIONS**

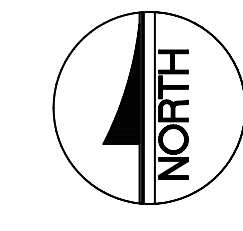
2-14-20	SITE PLAN UPDATE
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**white heart designs**  
 RESIDENTIAL ARCHITECTURE  
 790 DeBary Blvd., Suite 100 DeBary, Florida 32725

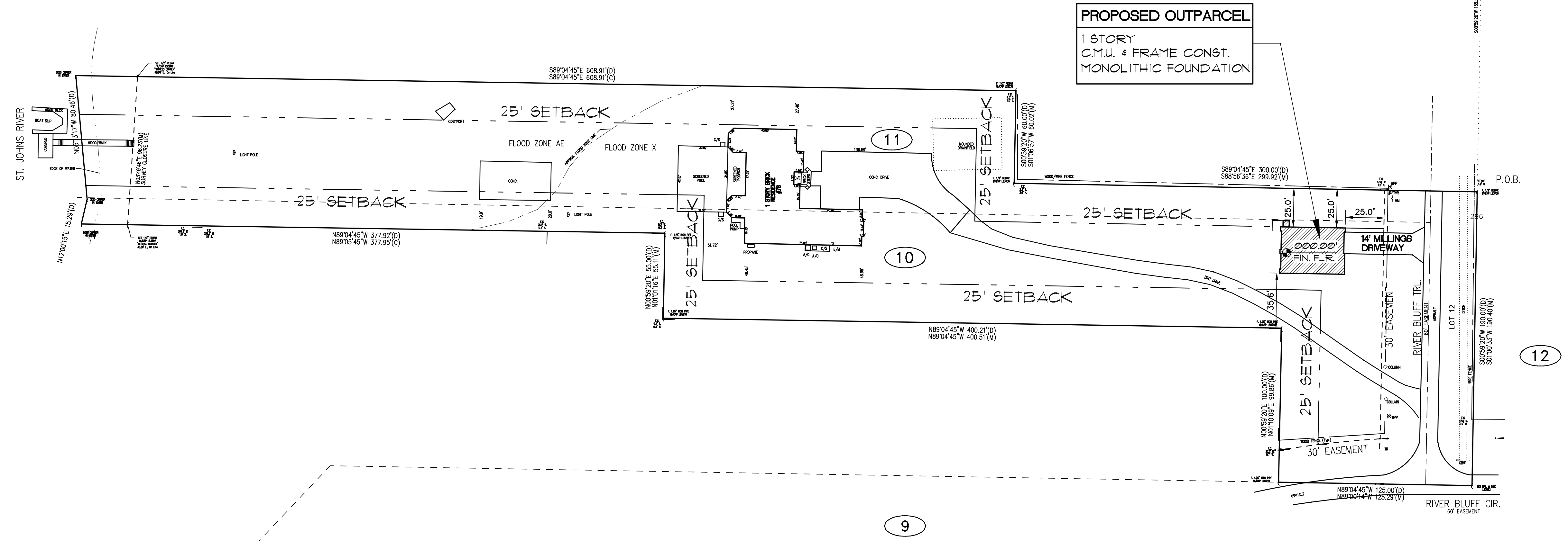
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 0° 10' 20' 30' 40' 50"  
**SCALE: 1" = 40.0'**



**SITE PLAN**

**DON BOLDEN ENGINEERING, INC.**  
 Donald G. Bolden, P.E.  
 P.O. Box 530783  
 DeBary, FL 32753

**SITE PLAN**  
 A CUSTOM GARAGE FOR:  
**Mr. & Mrs. Bolden**  
 78 River Bluff Trail, DeBary, FL

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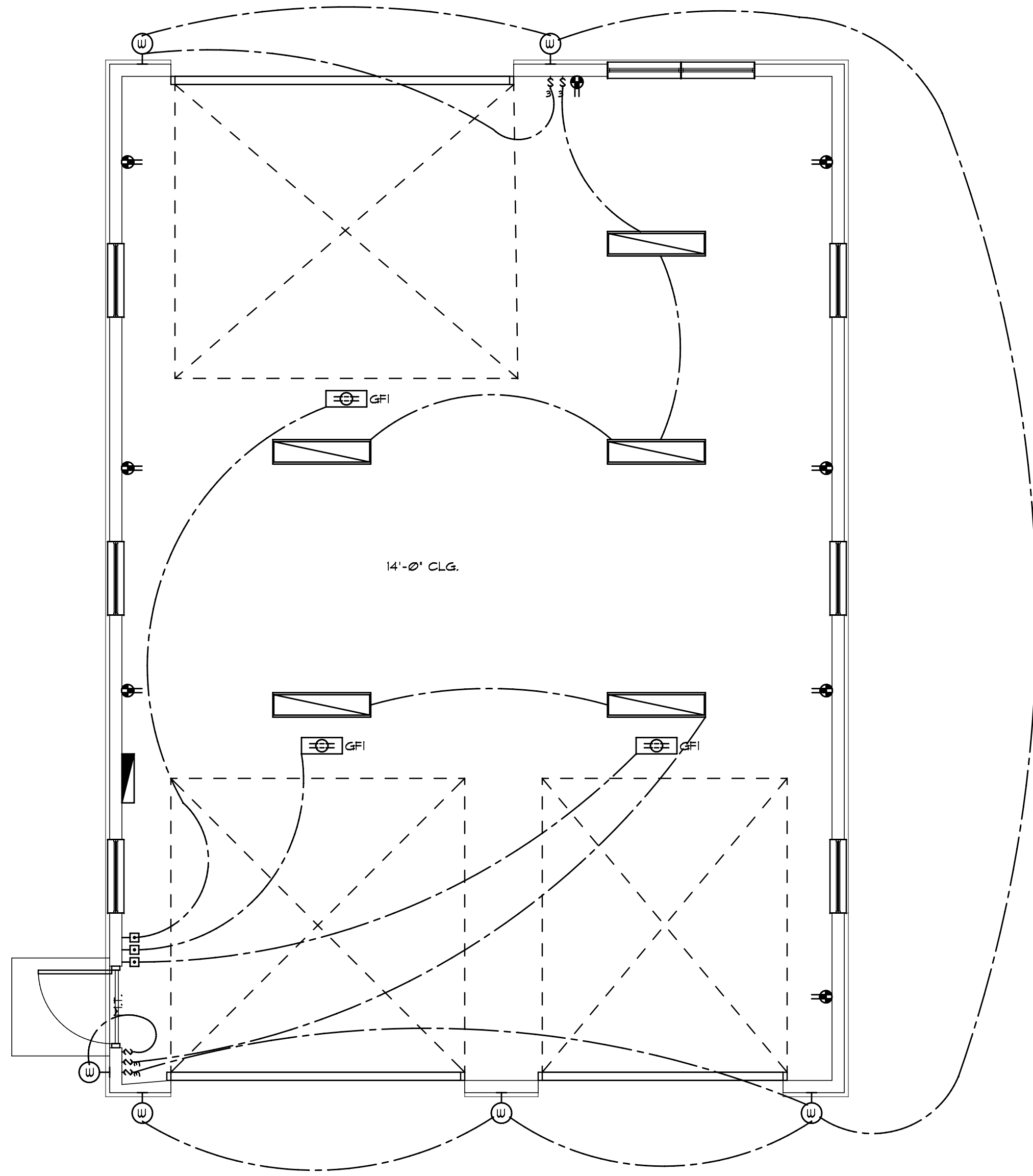
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 Donald G. Bolden, P.E.  
 Florida Reg. # 47524  
 Cert. of Auth. # 26000  
 P.O. Box 530783  
 DeBary, FL 32753

PROJECT NO.: **DBOLDGT1A0**  
 DATE: **21 OCT 2019**  
 DRAWN BY: **JTR**  
 SHEET NO.: **A-0**

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ELECTRICAL PLAN

**CARBON MONOXIDE ALARM REQUIREMENTS:**

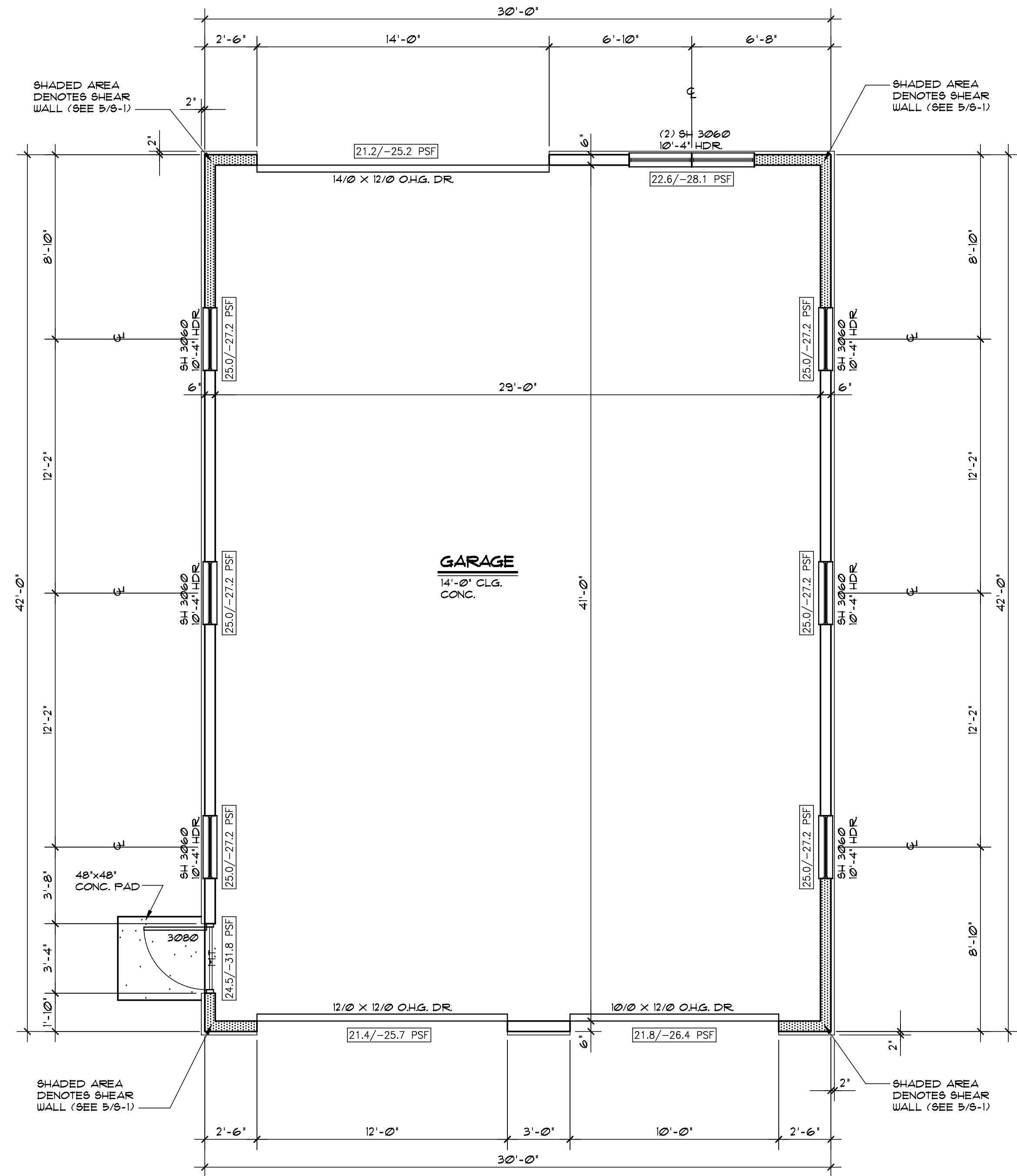
1. INSTALL CARBON MONOXIDE ALARM(S) WITHIN 10'-0" OF EACH ROOM USED FOR SLEEPING PURPOSES (6th ED. FBC R315.1)
2. CARBON MONOXIDE ALARM(S) TO BE HARD-WIRED OR BATTERY POWERED & CAN BE A COMBO UNIT WITH A SMOKE DETECTOR (6th ED. FBC R315.1)

**ELECTRICAL GENERAL NOTES**

1. ELECTRICAL SERVICE TO BE DETERMINED BY A LICENSED FLORIDA ELECTRICIAN. PANEL LOCATION TO BE DETERMINED BY BUILDER & ELECTRICIAN.
2. ALL SMOKE DETECTORS TO BE INTERCONNECTED (NFPA 72 29.8.2)
3. CIRCUIT FOR OUTLETS & SMOKE DETECTORS TO HAVE AFCI PROTECTION (2014 NEC 210.12) (NFP 72 29.6.3)
4. SUPPORT BOXES FOR CEILING FAN TO BE LISTED (2014 NEC 314.21-C)
5. CIRCUITS REQUIRE TAMPER RESISTANT RECEPTACLES UNLESS LOCATED ABV. 66" AFF. OR IF BEHIND MAJOR APPLIANCES (2014 NEC 406.12)

- ELECTRICAL SYMBOLS**
- ⊖ 110 V. DUPLEX OUTLET
  - ⊖ 1/2 HOT, 1/2 SWITCHED 110 V. DUPLEX OUTLET
  - ⊖ GROUND FAULT CIRCUIT 110 V. DUPLEX OUTLET
  - ⊖ W/3 WATERPROOF GROUND FAULT CIRCUIT 110 V. DUPLEX OUTLET
  - ⊖ 110 V. QUAD-PLEX OUTLET
  - ⊖ FLOOR OUTLET
  - ⊖ 220 V. DUPLEX OUTLET
  - ⊖ 220 V. DISCONNECT
  - ⊖ PRE-WIRE FOR CLG. FAN
  - ⊖ GFI PRE-WIRE FOR GARAGE DOOR OPENER IN CLG.
  - ⊖ SWITCHED OUTLET IN SOFFIT
  - ⊖ SINGLE POLE SWITCH
  - ⊖ 3-WAY SWITCH
  - ⊖ 4-WAY SWITCH
  - ⊖ DIMMER SWITCH
  - ⊖ GFI SWITCH
  - ⊖ CEILING MOUNTED LIGHT FIXTURE
  - ⊖ CEILING MOUNTED PENDANT LIGHT FIXTURE
  - ⊖ WALL MOUNTED LIGHT FIXTURE
  - ⊖ RECESSED LIGHT FIXTURE
  - ⊖ RECESSED EYE LIGHT FIXTURE
  - ⊖ WALL SCONCE
  - ⊖ CHANDELIER
  - ⊖ FLOOD LIGHT FIXTURE
  - ⊖ SURFACE MOUNTED FLUORESCENT FIXTURE
  - ⊖ FLUORESCENT FIXTURE
  - ⊖ TRACK LIGHT FIXTURE
  - ⊖ THEATRICAL STRIP
  - ⊖ CEILING FAN
  - ⊖ CEILING FAN W/ LIGHT FIXTURE
  - ⊖ EXHAUST FAN
  - ⊖ EXHAUST FAN/LIGHT COMBO.
  - ⊖ MOTOR
  - ⊖ ELECTRICAL PANEL
  - ⊖ TELEPHONE
  - ⊖ TELEVISION JACK
  - ⊖ CHIME
  - ⊖ S.D. SMOKE DETECTOR
  - ⊖ C.A. CARBON MONOXIDE ALARM
  - ⊖ PUSH BUTTON
  - ⊖ JUNCTION BOX (AUDIO)
  - ⊖ SPEAKER (AUDIO)
  - ⊖ THERMOSTAT

SCALE: 1/4" = 1'-0"



FLOOR PLAN

SCALE: 1/4" = 1'-0"

AREAS (SQ. FT.)

GARAGE	1260
<b>TOTAL</b>	<b>1260</b>

REVISIONS


**white heat designs**  
 RESIDENTIAL DESIGNERS  
 7800 DeBary, Florida 32753 386.674.8888 fax

**DON BOLDEN**  
 ENGINEERING, INC.  
 Donald G. Bolden, P.E.  
 P.O. Box 530783  
 DeBary, FL 32753

VERSION - 7  
**FLOOR PLAN**  
 A CUSTOM GARAGE FOR:  
**Mr. & Mrs. Bolden**  
 78 River Bluff Trail, DeBary, FL

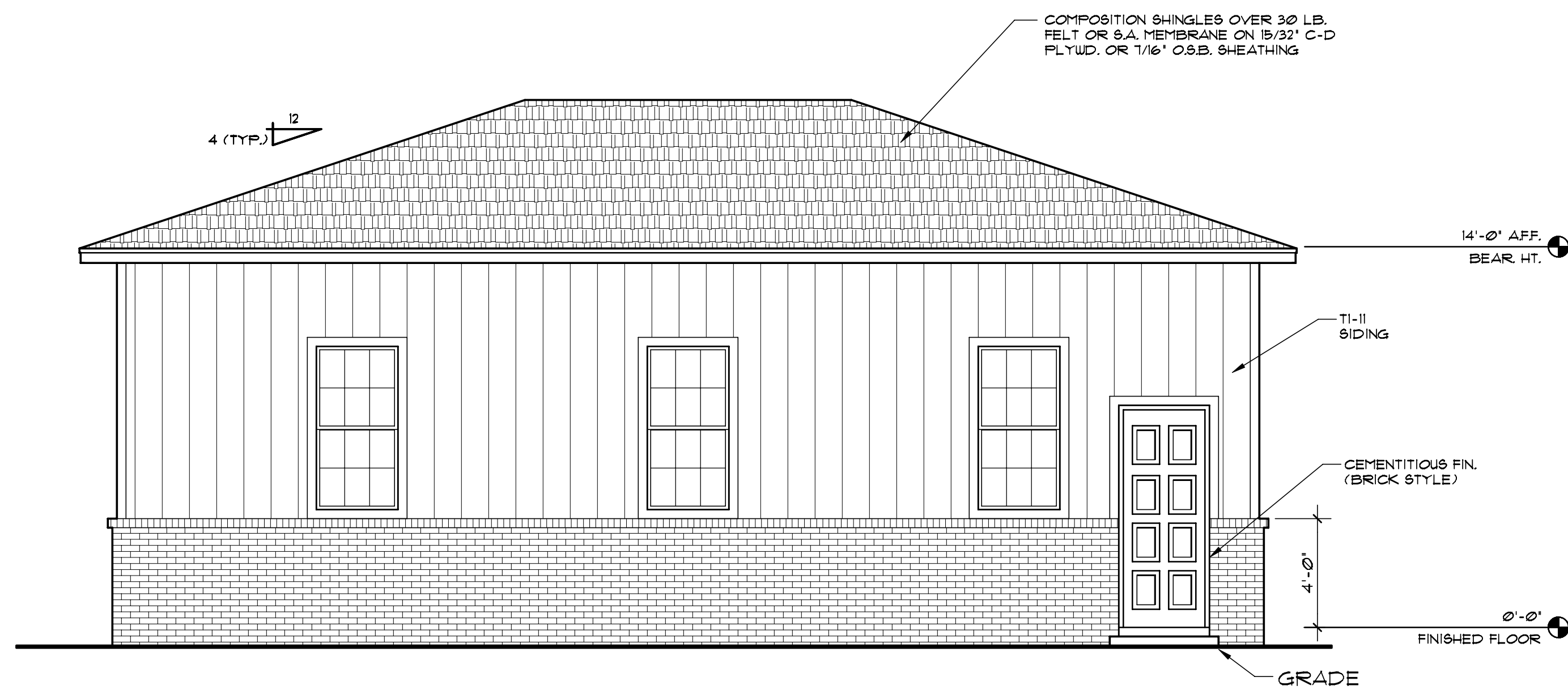
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Don Bolden Eng. Inc.  
 Donald G. Bolden, P.E.  
 Florida Reg. # 47524  
 Cert. of Auth. # 26030  
 P.O. Box 530783  
 DeBary, FL 32753

PROJECT NO.:  
 BBOLDGTAI  
 DATE:  
 21 OCT 2019  
 DRAWN BY:  
 ILO

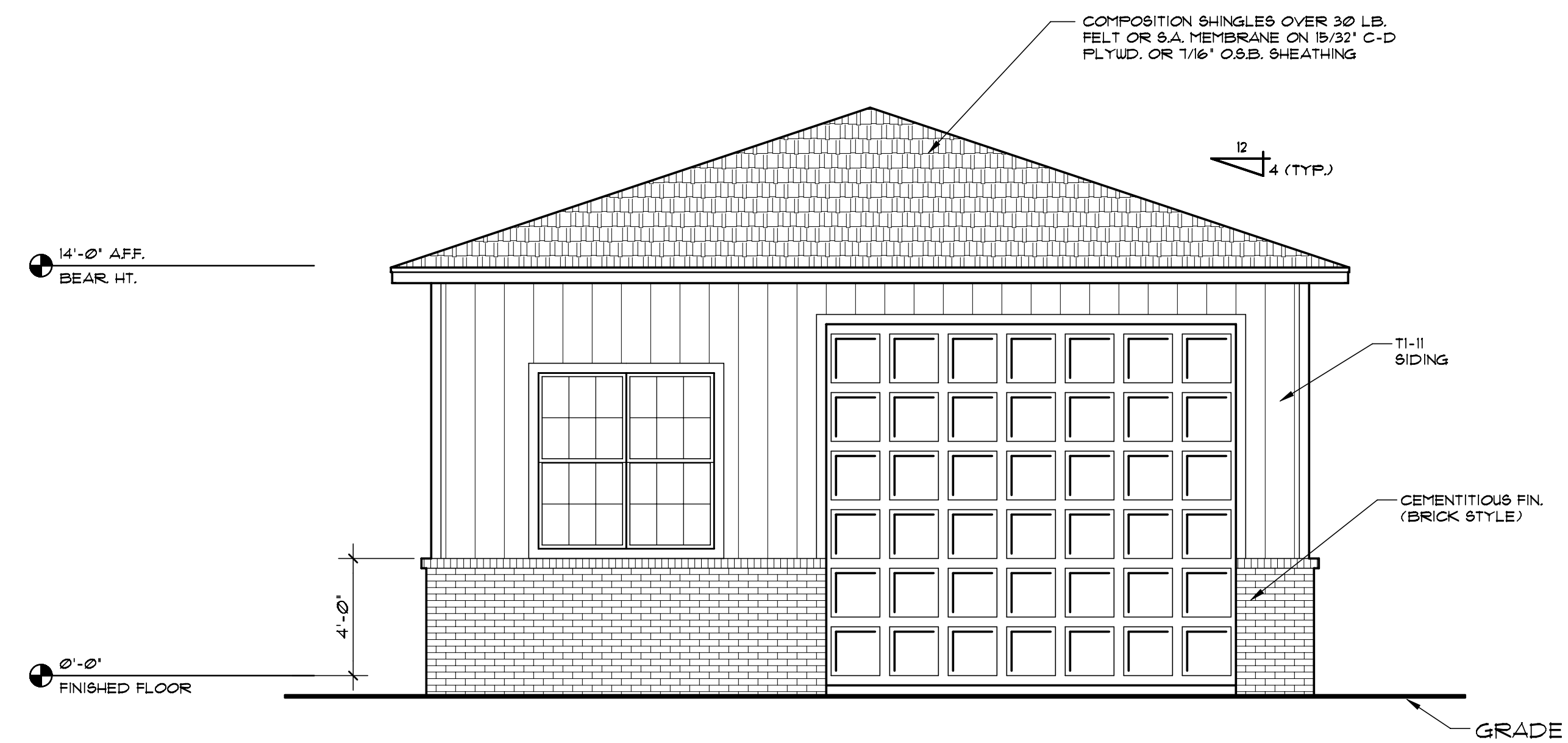
SHEET NO.:  
**A-1**

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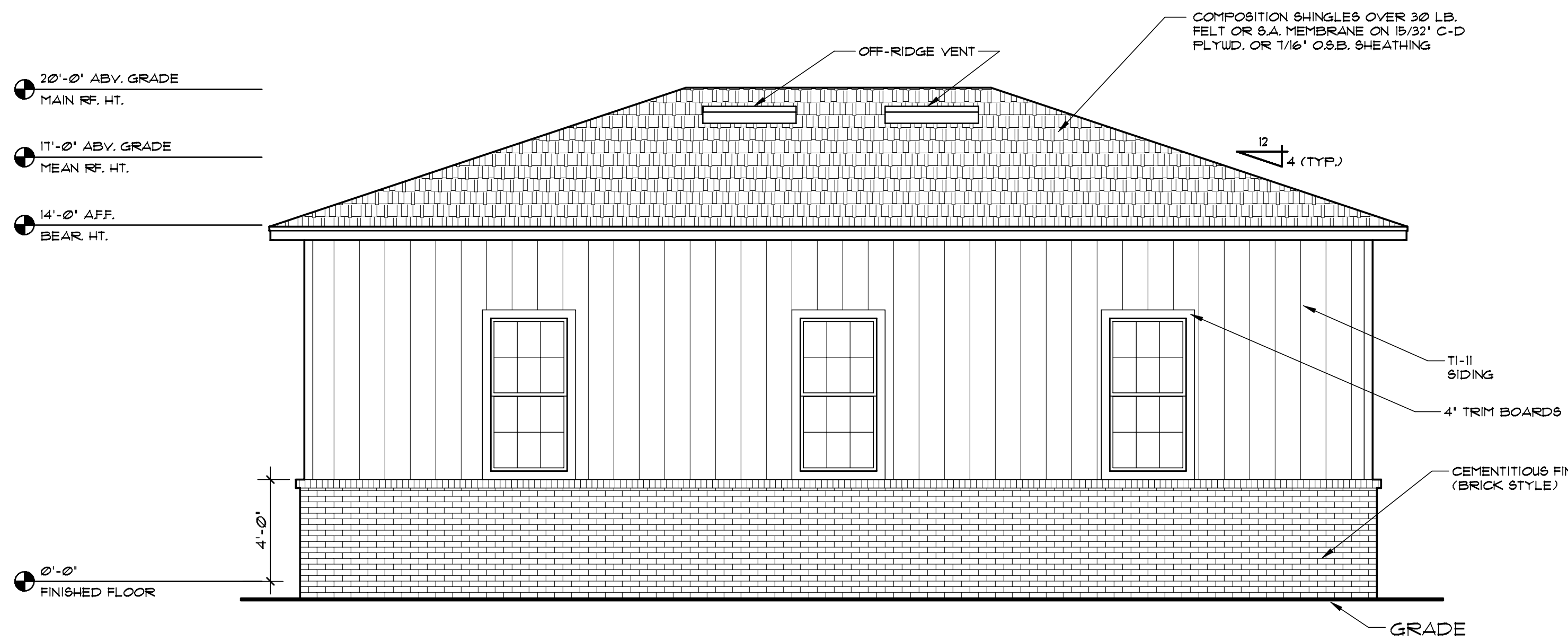
NORTH ELEVATION

SCALE: 1/4" = 1'-0"



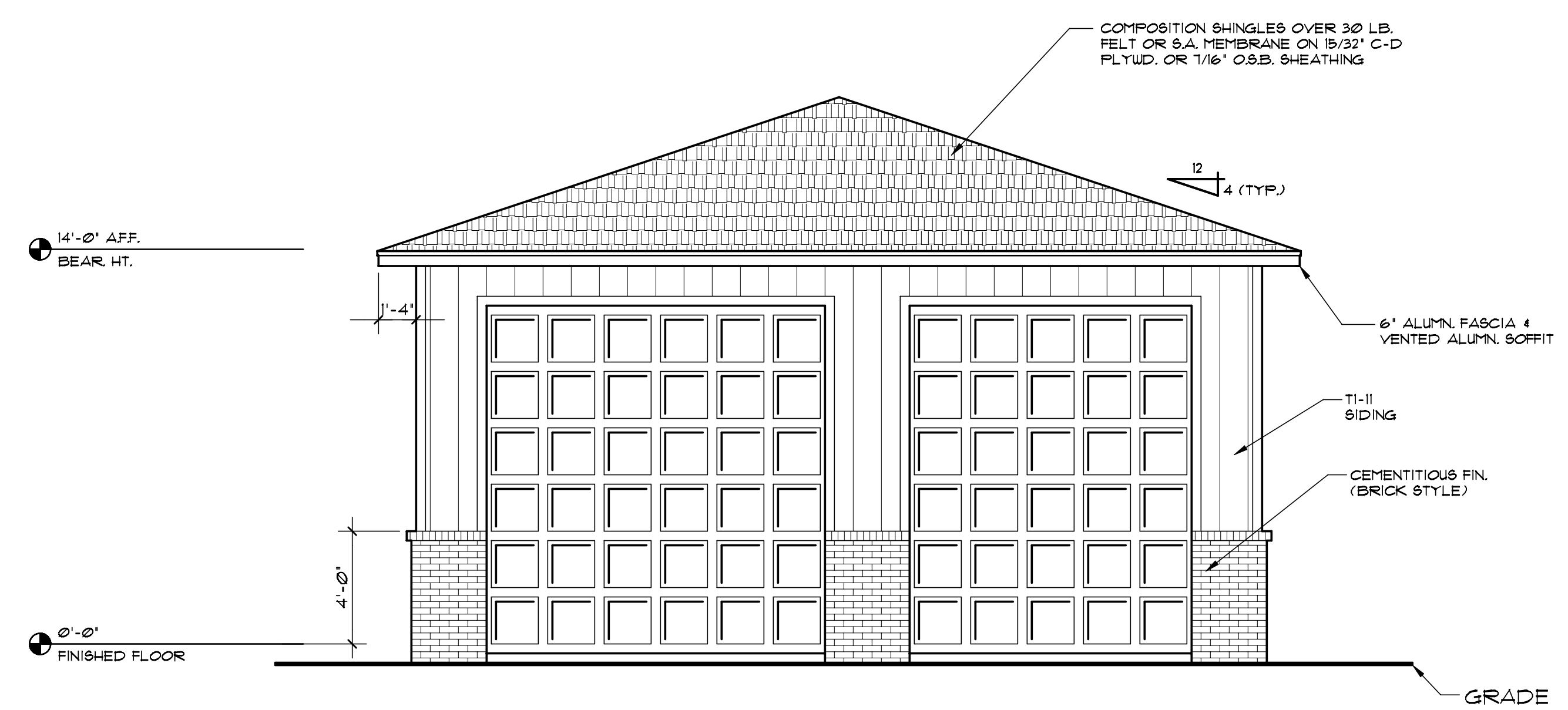
EAST ELEVATION

SCALE: 1/4" = 1'-0"



SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



WEST ELEVATION

SCALE: 1/4" = 1'-0"

AREAS (SQ. FT.)	
GARAGE	1260
<b>TOTAL</b>	<b>1260</b>

REVISIONS	

**white heart designs**  
 RESIDENTIAL DESIGNERS  
 excellence by design  
 780 DeBary, Florida 32725 386.574.6988 fax

**DON BOLDEN**  
 ENGINEERING, INC.  
 Donald G. Bolden, P.E.  
 P.O. Box 530783  
 DeBary, FL 32753

VERSION - 7  
 ELEVATIONS  
 A CUSTOM GARAGE FOR:  
**Mr. & Mrs. Bolden**  
 78 River Bluff Trail, DeBary, FL

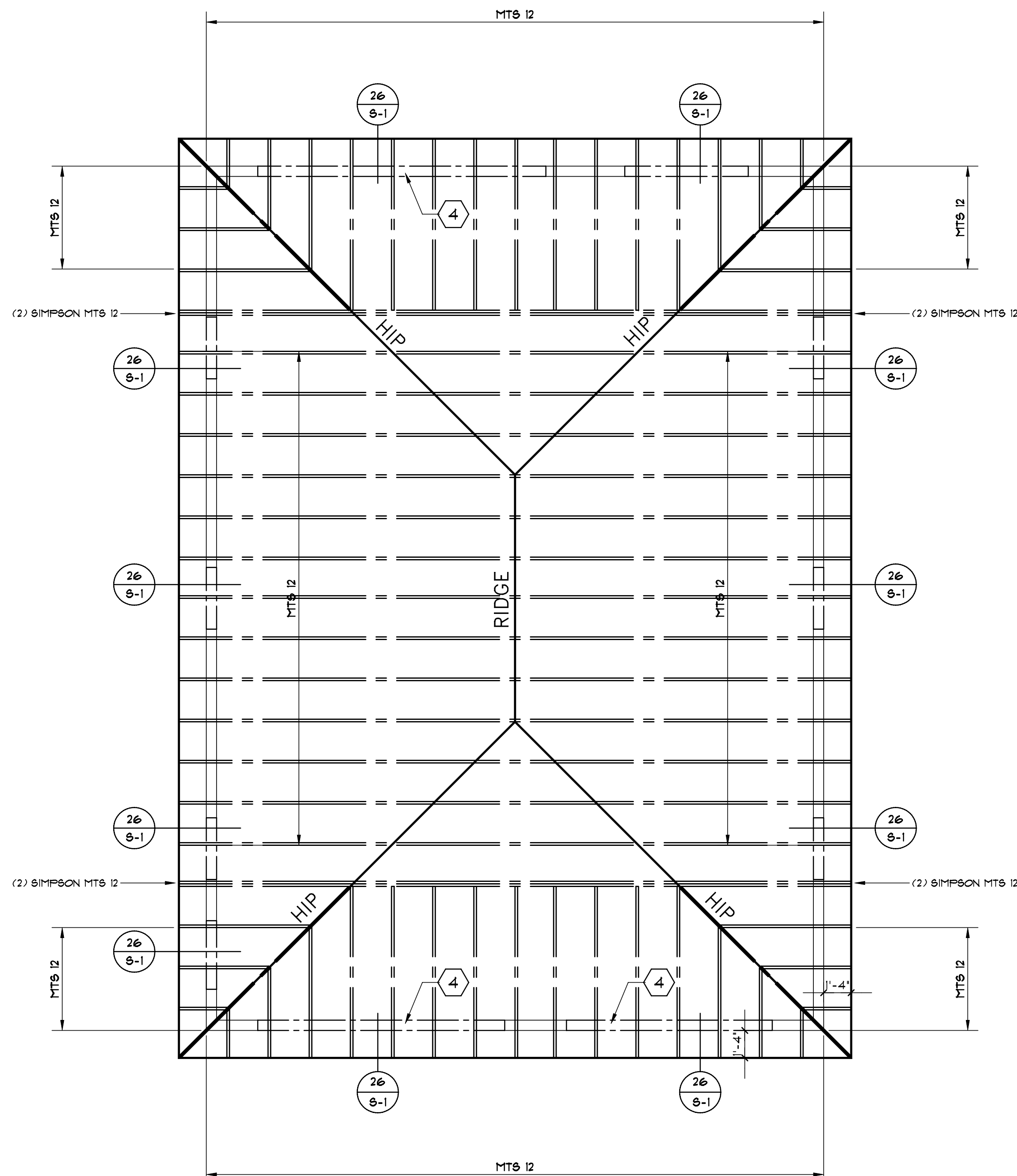
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 Donald G. Bolden, P.E.  
 Florida Reg. # 47524  
 Cert. of Auth. # 26030  
 P.O. Box 530783  
 DeBary, FL 32753

PROJECT NO.: bBOLDGT2  
 DATE: 21 OCT 2013  
 DRAWN BY: ILO

SHEET NO.:  
**A-2**

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**NOTE:**  
ALL FRAME HEADERS TO BE DBL. 2x10 UNLESS OTHERWISE NOTED

**ROOF NOTES**

- WHERE MULTIPLE TIES ARE AT ONE BEARING PLATE, TIES TO BE ANCHORED AT OPPOSING SIDES OF THE BEARING PLATE TO MAXIMIZE SEPARATION OF NAILING PATTERNS
  - ALL BEARING WALLS TO BE EXTR. FRAME • 14'-0" AFF.
  - ALL CEILING TO BE • 14'-0" AFF.
- 4 DBL. 2x12 WD. HEADER W/ 1/2" FLITCH, HDR HT. • 12'-0" AFF.

**NOTE**

TRUSS MANUFACTURER AND BUILDER TO VERIFY ALL TRUSS SPANS, PITCHES, BEARING HEIGHTS, CEILING HEIGHTS AND BEARING LOCATIONS BEFORE TRUSS FABRICATION.

**PERMANENT TRUSS BRACING**

ACQUIRED BY ALL OF THE FOLLOWING  
ROOF SHEATHING: INSTALLED AS SPECIFIED IN PLANS  
DRYWALL: 1/2" DRYWALL INSTALLED AT CEILING TO BTM. CORD OF TRUSS WITH 16" x 1-1/4" DRYWALL SCREW AT 6" O.C. TO EACH TRUSS ON EDGES, AND 12" O.C. TO EACH TRUSS IN THE FIELD  
RAT RUNNER: 2x4 RAT RUNNER CONT. AT TOP OF TRUSS BTM. CORD • 16'-0" O.C. WITH (2) 16d AT EACH TRUSS. RAT RUNNERS USED IN TRUSS ERECTION MAY BE USED WITH SPECIFIED NAILING OF (2) 16d • EACH TRUSS.

**TRUSS TIE SCHEDULE**

(UPLIFT VALUES DO NOT INCLUDE 33% STRESS INCREASE ON STEEL)

**CORROSION NOTE:** ALL STRAPS AND FASTENERS IN CONTACT W/ PRESSURE TREATED LUMBER TO BE GALVANIZED OR Z-MAX

UPLIFT	TIE-DOWN	FASTENER	ANCHOR
<b>STD. FRAME TIE</b>			
400	SIMPSON H3	4-8d	5-8d
565	SIMPSON H2.5A	5-8d	5-8d
930	SIMPSON MTS 12	1-10dx1 1/2	1-10dx1 1/2
<b>STD. MASONRY TIE</b>			
1450	SIMPSON META 16	8-10dx1 1/2	EMBED. 4"
2120	SIMPSON HHETA 20	10-10dx1 1/2	EMBED. 4"
<b>SPECIAL TIES</b>			
1980	(2) SIMPSON MTS 12	1-10dx1 1/2 EA.	1-10dx1 1/2 EA.
2620	(2) SIMPSON HTS 20	12-10dx1 1/2 EA.	12-10dx1 1/2 EA.
1640	SIMPSON MSTA 24	9-10d	
5070	SIMPSON MST 3T	21-16d	21-16d
1195	(2) SIMPSON META 16	1-16d EA.	EMBED. 4"
2365	(2) SIMPSON HHETA 20	6-16d EA.	EMBED. 4"
3965	SIMPSON MGT	22-10d	3/8" THRD. ROD EMBED. 12" W/ EPOXY CEMENT
4235	SIMPSON HTT 4	18-16dx2 1/2	3/8" THRD. ROD EMBED. 5" W/ EPOXY CEMENT
5090	SIMPSON HTT 5	26-16dx2 1/2	3/8" THRD. ROD EMBED. 5" W/ EPOXY CEMENT
6970	SIMPSON HDU8-8D82.5	20-8D8 1/4 x 2 1/2	3/8" THRD. ROD EMBED. 6" W/ EPOXY CEMENT
	MIN. 3 1/2" POST THK.	WD. SCREWS	
9230	SIMPSON HD08-8D83	20-8D8 1/4 x 3	3/8" THRD. ROD EMBED. 6" W/ EPOXY CEMENT
	MIN. 4 1/2" POST THK.	WD. SCREWS	

- NOTES:**
- WHERE MULTIPLE TIES ARE USED, LOCATE TIES AT OPPOSING SIDES OF TRUSS CONNECTION FOR MAX. NAIL SEPARATION
  - ALL HANGERS FOR 1-PLY TRUSSES TO BE U.S.P. THD 26 # 2-PLY TRUSSES TO BE THD 28-2 UNLESS NOTED OTHERWISE
  - ALL MASONRY TO TRUSS FLR. JOIST TIES TO BE SIMPSON META 16 UNLESS NOTED OTHERWISE  
ALL FRAME TO TRUSS FLR. JOIST TIES TO BE SIMPSON MTS 12 UNLESS NOTED OTHERWISE

AREAS (SQ. FT.)
GARAGE 1260
<b>TOTAL 1260</b>

REVISIONS

**white heat designs**  
RESIDENTIAL DESIGNERS  
790 DeBary, Florida 32725 386.674.6988 fax

**DON BOLDEN**  
ENGINEERING, INC.  
Donald G. Bolden, P.E.  
P.O. Box 530783  
DeBary, FL 32753

**ROOF PLAN**  
A CUSTOM GARAGE FOR:  
**Mr. & Mrs. Bolden**  
78 River Bluff Trail, DeBary, FL

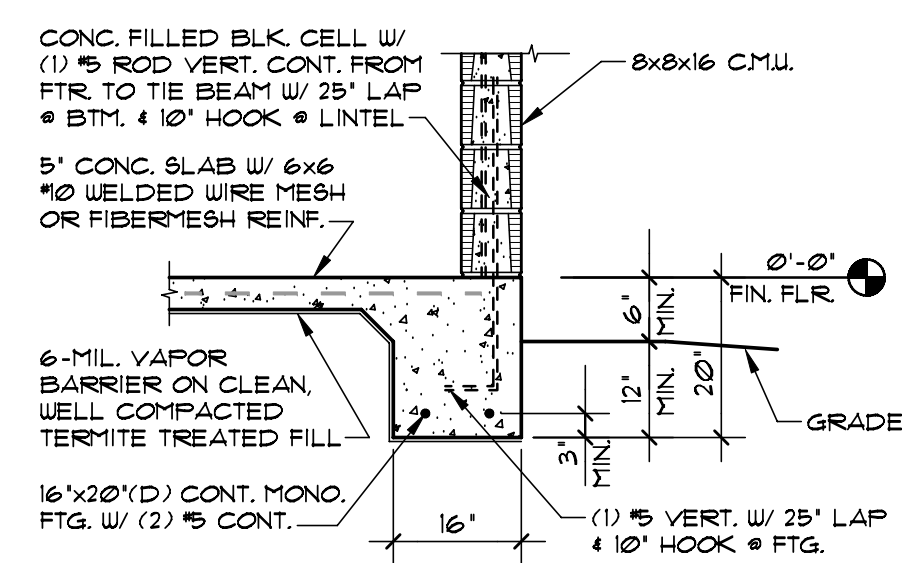
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DeBary, FL 32753

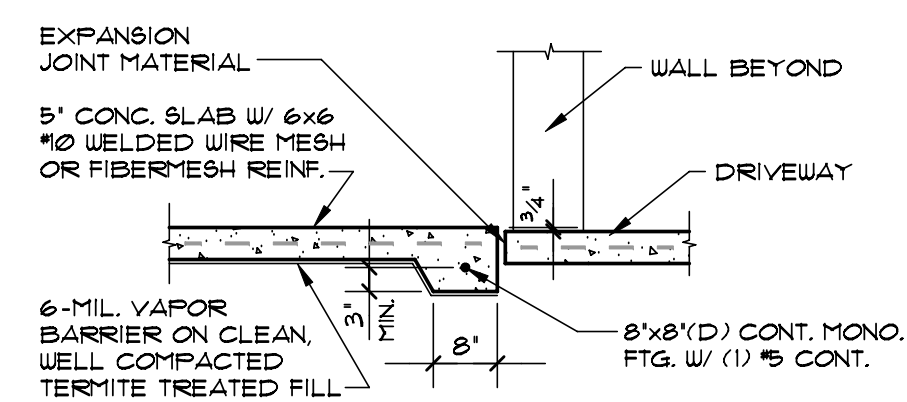
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**A-3**

**ROOF PLAN**



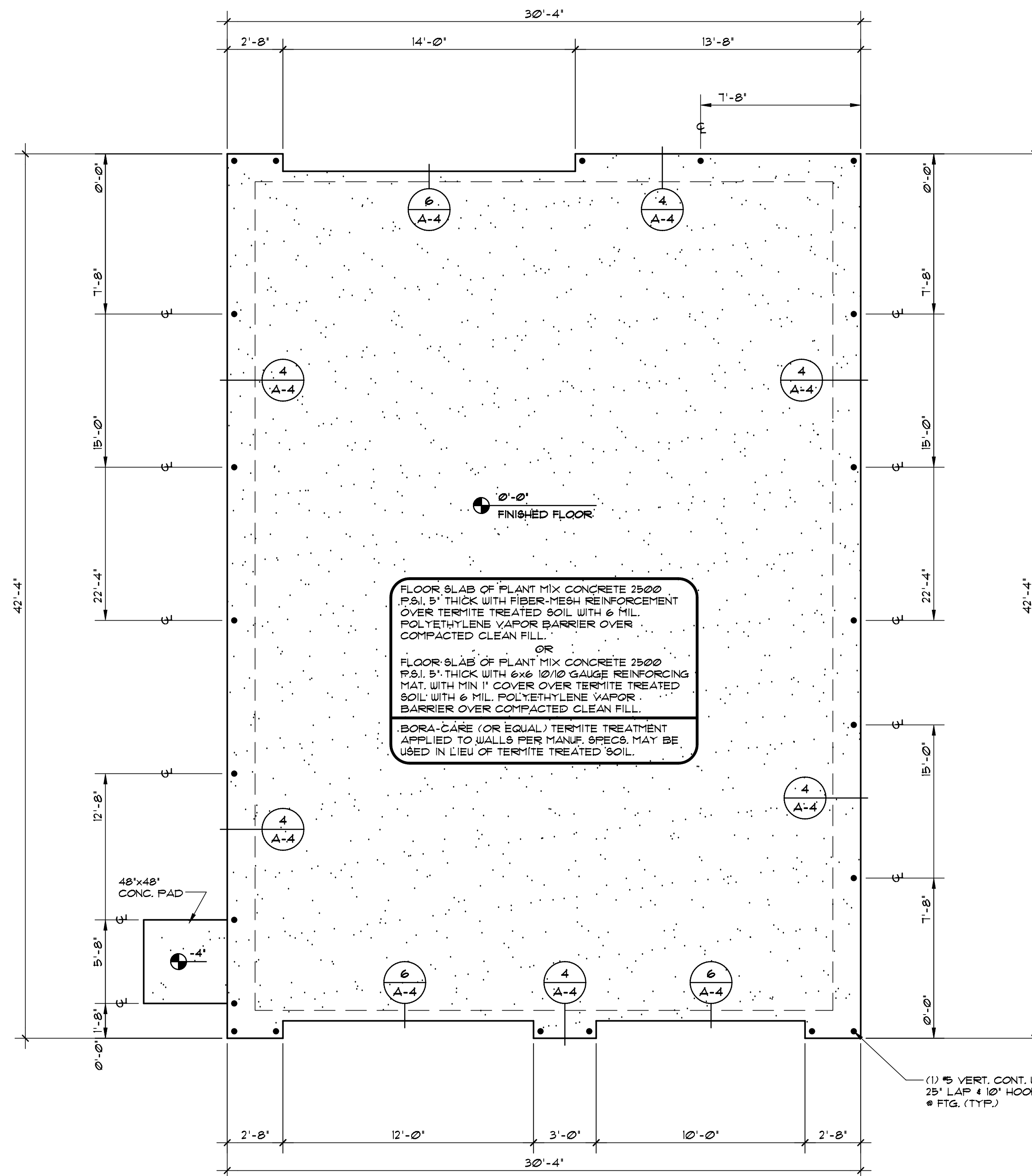
④ MONO. FTG. (TYP. CMU. WALL)



⑤ AT GARAGE

FOUNDATION DETAILS

SCALE: 1/2" = 1'-0"



FLOOR SLAB OF PLANT MIX CONCRETE 2500 P.S.I. 5\"/>

OR

FLOOR SLAB OF PLANT MIX CONCRETE 2500 P.S.I. 5\"/>

IBORA-CARE (OR EQUAL) TERMITICIDE TREATMENT APPLIED TO WALLS PER MANUF. SPECS. MAY BE USED IN LIEU OF TERMITICIDE TREATED SOIL.

(1) #5 VERT. CONT. W/ 25' LAP & 10' HOOK @ FTG. (TYP.)

FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

AREAS (SQ. FT.)	
GARAGE	1260
<b>TOTAL</b>	<b>1260</b>

REVISIONS	

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RESIDENTIAL DESIGNERS  
excellence by design  
780 DeBary, Florida 32725 386.674.898 fax

**DON BOLDEN**  
ENGINEERING, INC.  
Donald G. Bolden, P.E.  
P.O. Box 530783  
DeBary, FL 32753

FOUNDATION PLAN  
A CUSTOM GARAGE FOR:  
**Mr. & Mrs. Bolden**  
78 River Bluff Trail, DeBary, FL

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THE FOLLOWING LUMBER GRADES SHALL BE THE MINIMUM ACCEPTABLE GRADE UNLESS OTHERWISE NOTED:

STUD	SPECIES	O.C.	MAX. BEARING STUD HEIGHT	
			GRADE	STUD
2x4	SPRUCE HEM-FIR DOUGLAS	24"	8'-0"	
		16"	10'-0"	9'-6"
		12"	11'-0"	10'-2"
	SO. Y. PINE	24"	9'-0"	
		16"	11'-0"	9'-6"
		12"	12'-0"	10'-5"
2x6	SPRUCE HEM-FIR DOUGLAS	24"	12'-0"	10'-0"
		16"	13'-9"	11'-0"
		12"	11'-0"	13'-8"
	SO. Y. PINE	24"	13'-9"	10'-4"
		16"	16'-0"	12'-10"
		12"	19'-0"	14'-6"

**ZIP BOARD FRAME WALL ASSEMBLY NOTES**

1/16" ZIP-BOARD O.S.B. SHEATHING W/ ALL EDGES TAPED PER MANUF. SPECS. W/ ALL EDGES BLOCKED AND 8d COMMON NAILS @ 6" O.C. AT EDGES & 6" O.C. @ THE SHEATHING INTERIOR

**ZIP BOARD ROOF ASSEMBLY NOTES**

1/16" ZIP-BOARD O.S.B. SHEATHING W/ ALL EDGES TAPED PER MANUF. SPECS. W/ ALL EDGES BLOCKED AND 8d COMMON NAILS @ 6" O.C. AT EDGES AND FIRST FOUR FEET OF ROOF SHEATHING FROM ALL EDGES, AND 6" O.C. @ SHEATHING INTERIOR

AREAS (SQ. FT.)	
GARAGE	1260
<b>TOTAL</b>	<b>1260</b>

**STUD HEIGHT (BEARING)**

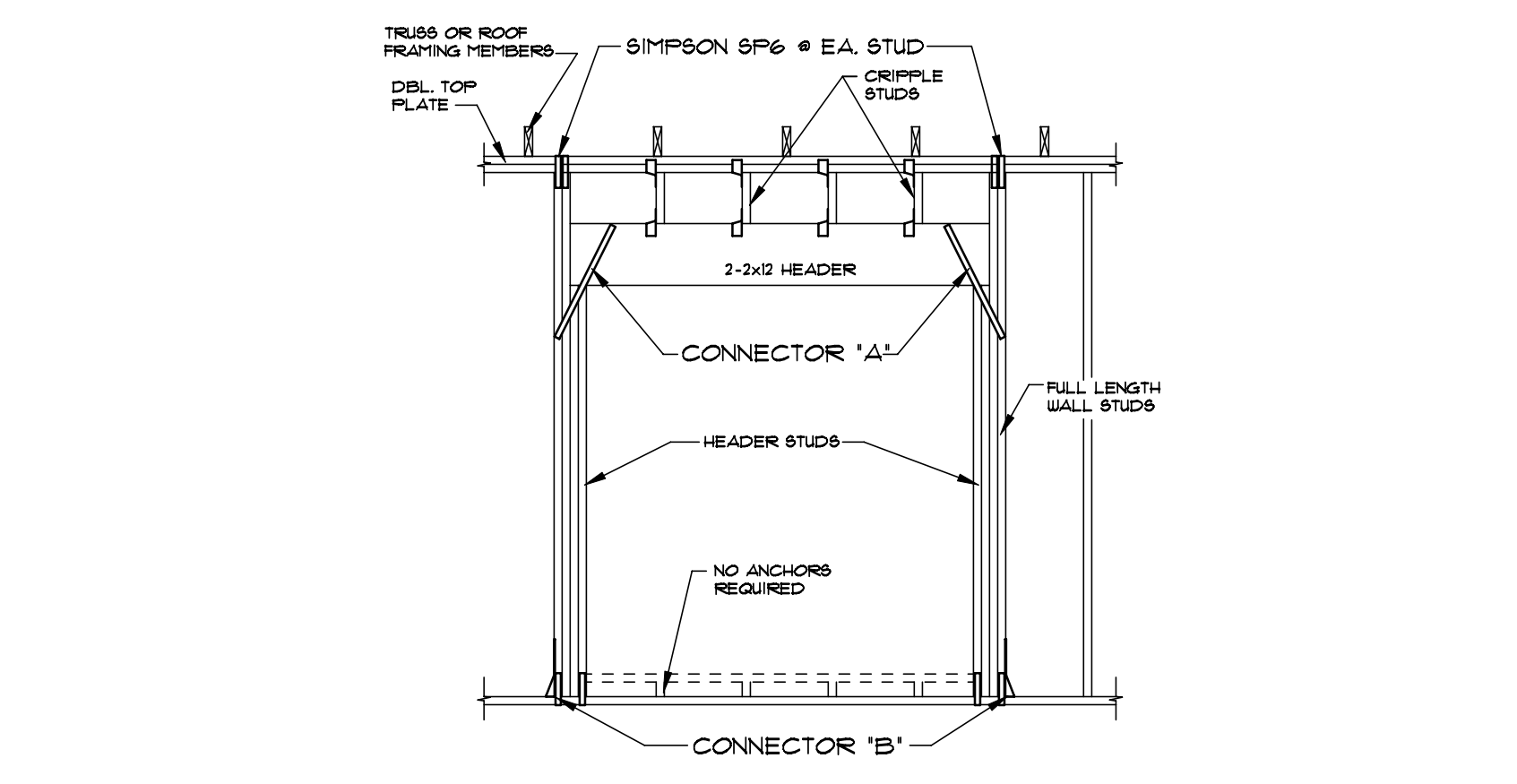
**19 - ZIP-BOARD OPTION**

STUDS		
MAXIMUM HEADER SPAN (FT.)		
UP TO 6'	UP TO 14'	
NUMBER OF HEADER STUDS SUPPORTING END OF HEADER	2	4x6 P.T.
UNSUPPORTED WALL HEIGHT	10' OR LESS	2
	GREATER THAN 10'	3

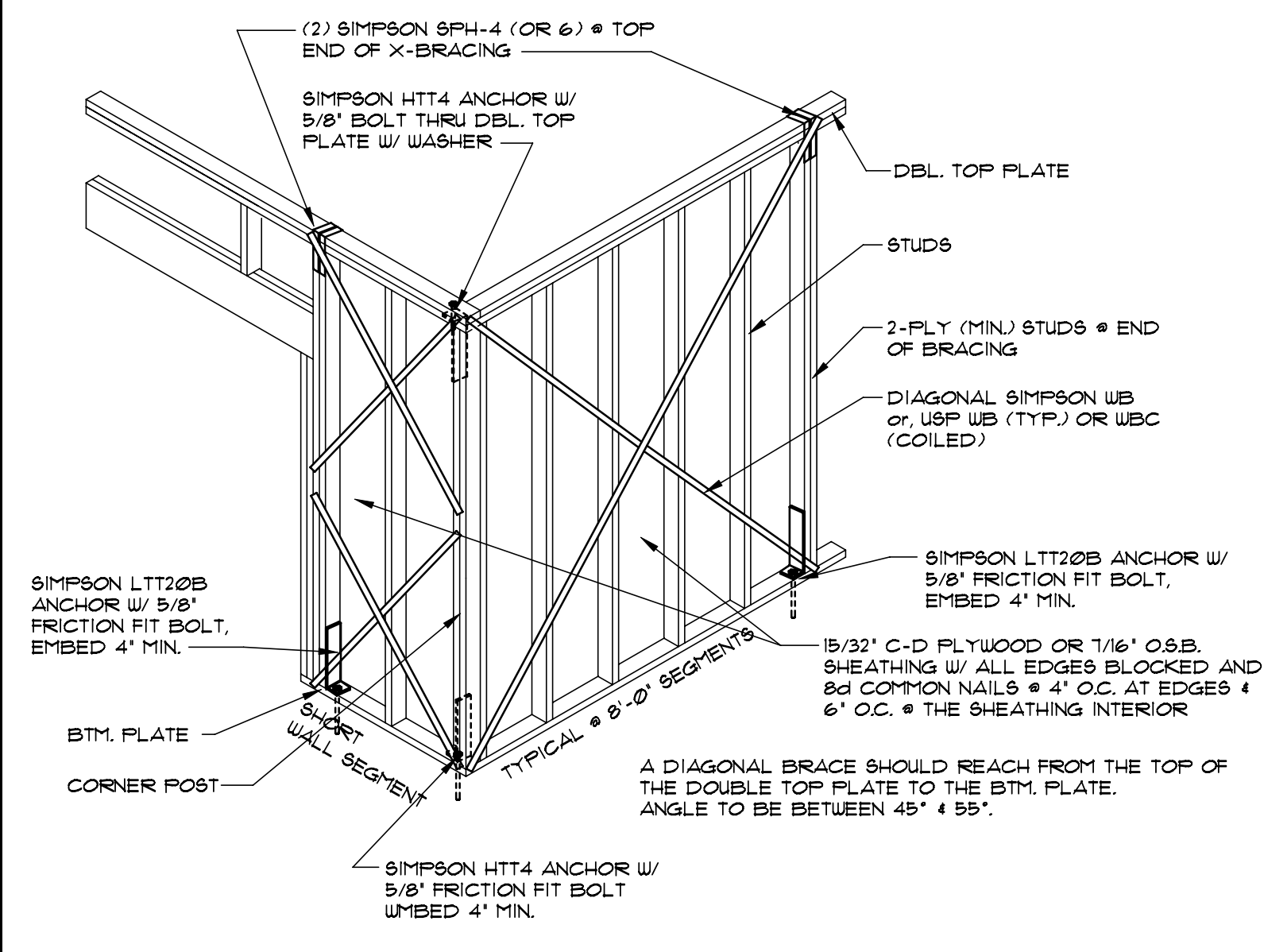
CONNECTORS		
MAXIMUM HEADER SPAN (FT.)		
CONNECTOR	UP TO 6'	UP TO 14'
A SIMPSON	M8TA 24	(2) M8TA 24
B SIMPSON	HTT4	HTT4
CRIPPLE STUDS	SIMPSON H5H25, OR H4 TOP & BTM. OF EACH STUD	
	U.S.P. HCPL TOP & BTM. OF EACH STUD	

STUD NOTE: HEADER & FULL LENGTH STUDS TO BE TIED TO EACH OTHER W/ 10d @ 12" O.C. STAGGERED

CONNECTOR NOTE: 8P6 or 8P8 MAY BE SUBSTITUTED FOR 8P4 WHERE REQ'D

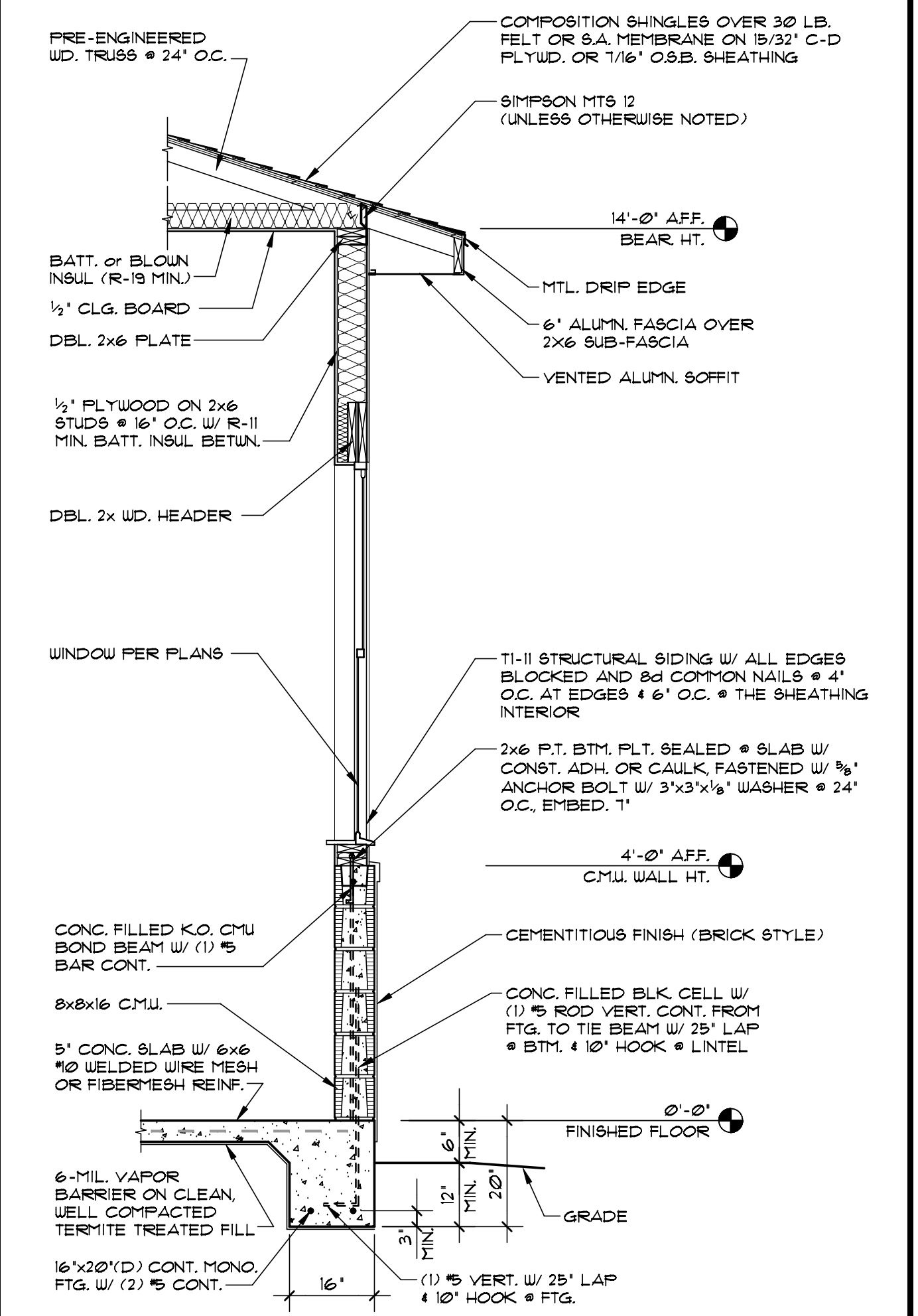


**26 - HEADER AND STUD DETAIL**

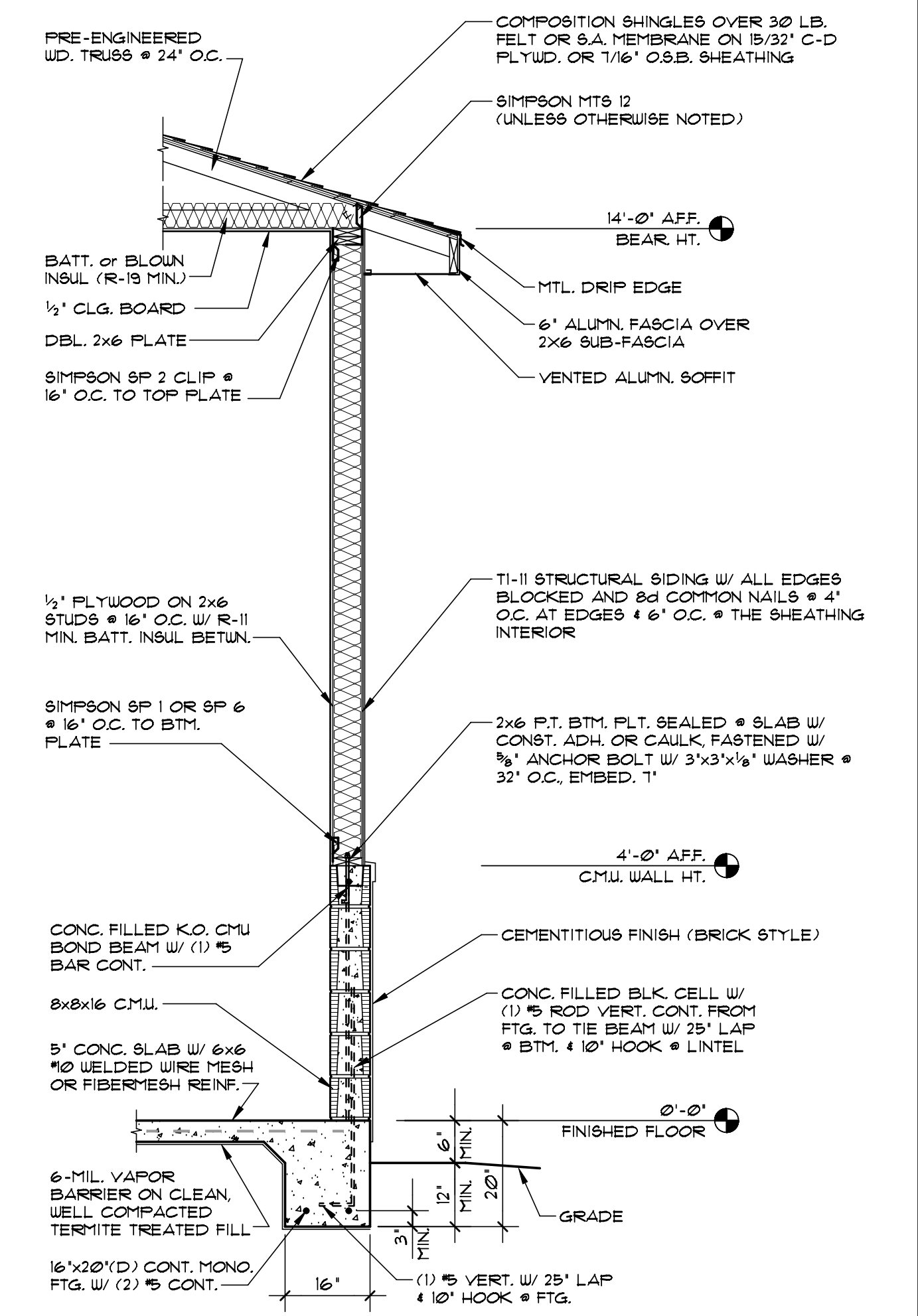


- SHEAR WALL NOTES**
- CORNER STUDS, AT RIGHT ANGLE TO EACH OTHER, SHALL BE ATTACHED WITH 10d @ 8" O.C. VERT.
  - ONLY ONE HTT4 ANCHOR IS REQUIRED IN CORNERS WHERE THE TWO SHEAR WALLS ARE AT RIGHT ANGLE TO EACH OTHER.
  - 'WB' STRAPS FOR CROSS BRACING SHALL BE IN TENSION WITH NO SLACK AND W/ (2) 10d AT TOP AND BTM. PLT.

**5 - SHEAR-WALL SYSTEM -1 (SWS-1)** SCALE: 3/8" = 1'-0"



**2 - WALL W/ WINDOW** SCALE: 1/2" = 1'-0"



**1 - TYPICAL WALL** SCALE: 1/2" = 1'-0"

REVISIONS

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RESIDENTIAL DESIGNERS  
780 DeBary, Florida, 32725 386.574.8988 fax

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ENGINEERING, INC.  
Donald G. Bolden, P.E.  
P.O. Box 530783  
DeBary, FL 32753

VERSION - 7

DETAILS  
A CUSTOM GARAGE FOR:  
**Mr. & Mrs. Bolden**  
78 River Bluff Trail, DeBary, FL

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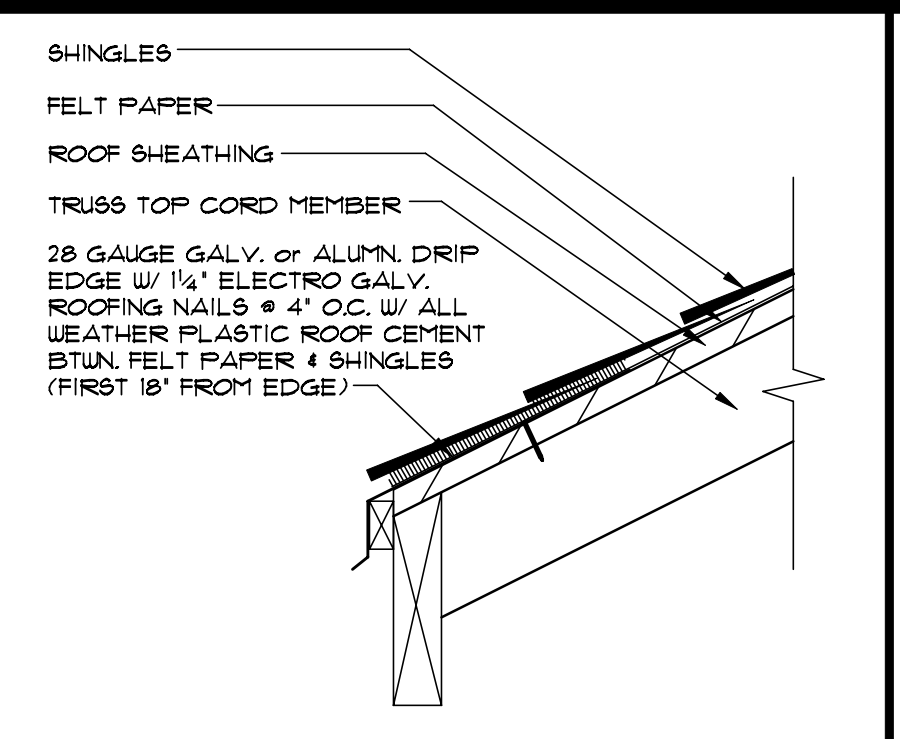
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bBOLDGT01  
DATE:  
21 OCT 2019  
DRAWN BY:  
ILO

SHEET NO.:  
**S-1**



**55 - METAL DRIP EDGE**  
SCALE: 2" = 1'-0"

**SUBTERRANEAN TERMITE PROTECTION**

CLEARANCE BETWEEN EXTERIOR WALL COVERINGS AND FINAL EARTH GRADE ON THE BUILDING SHALL NOT BE LESS THAN 6 INCHES, (FBC 1403.16) EXCEPT:

1. PAINT OR DECORATIVE CEMENTITIOUS FINISH LESS THAN 1/4" THICK ADHERED DIRECTLY TO THE MASONRY FOUNDATION SIDEWALL.
2. ACCESS OR VEHICLE RAMPS WHICH RISE TO THE INTERIOR FINISH FLOOR ELEVATION FOR THE WIDTH OF SUCH RAMPS ONLY.
3. A FOUR INCH INSPECTION SPACE ABOVE PATIO AND GARAGE SLABS AND ENTRY AREAS.
4. IF THE PATIO HAS BEEN SOIL TREATED FOR TERMITES, THE FINISH ELEVATION MAY MATCH THE BUILDING INTERIOR FINISH FLOOR ELEVATION ON MASONRY CONSTRUCTION ONLY.
5. MASONRY VENEERS

CONDENSATE LINES AND ROOF DRAIN SPOUTS SHALL DISCHARGE AT LEAST ONE FOOT AWAY FROM THE STRUCTURE SIDEWALL, WHETHER BY UNDERGROUND PIPING, TAIL EXTENSIONS OR SPLASH BLOCKS. GUTTERS WITH DOWN SPOUTS ARE REQUIRED ON ALL BUILDINGS WITH EAVES OF LESS THAN SIX INCHES HORIZONTAL PROJECTION EXCEPT FOR GABLES AND RAKES OR ON A ROOF ABOVE ANOTHER ROOF. IRRIGATION/SPRINKLER AND RISERS FOR SPRAY HEADS SHALL NOT BE INSTALLED WITHIN ONE FOOT OF THE BUILDING SIDEWALL. (FBC 1503.4.4)

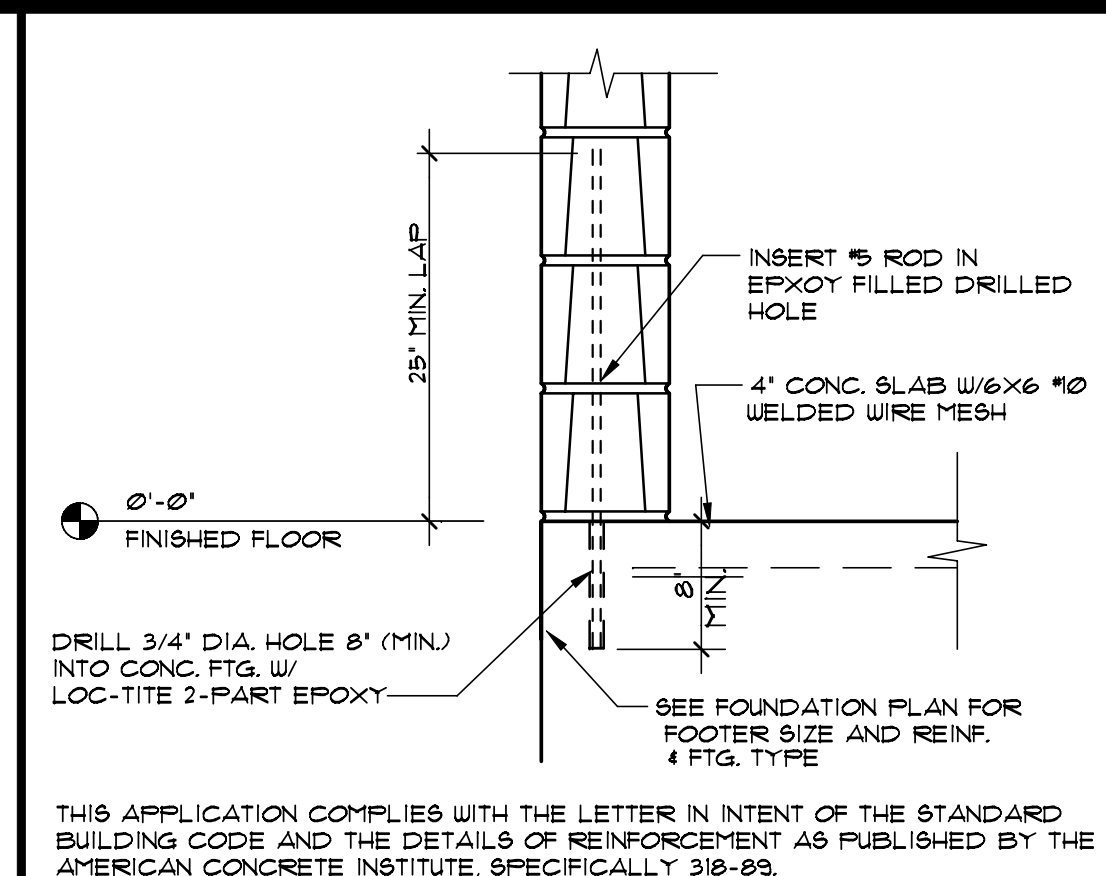
AN APPROVED PHYSICAL BARRIER SHALL ALSO BE INSTALLED FROM BELOW THE WALL SILL PLATE OR FIRST BLOCK COURSE HORIZONTALLY TO EMBED IN A MORTAR JOINT. IF MASONRY EXTENDS BELOW GRADE, A TERMITE PROTECTIVE TREATMENT MUST BE APPLIED TO THE CAVITY CREATED BETWEEN THE VENEER AND THE FOUNDATION, IN LIEU OF A PHYSICAL BARRIER. (FBC 216.2)

BRICK, STONE, OR OTHER VENEER SHALL BE SUPPORTED BY A CONCRETE BEARING LEDGE OF SUCH THICKNESS AS REQUIRED BY CHAPTER 14, WHICH IS POURED INTEGRALLY WITH THE CONCRETE FOUNDATION. NO SUPPLEMENTAL CONCRETE FOUNDATION POURS WHICH WILL CREATE A HIDDEN COLD JOINT SHALL BE USED WITHOUT SUPPLEMENTAL TREATMENT IN THE FOUNDATION UNLESS THERE IS AN APPROVED PHYSICAL BARRIER. (FBC 216.2)

CLEARANCE BETWEEN WOOD SIDING AND EARTH ON THE EXTERIOR OF A BUILDING SHALL NOT BE LESS THAN 6 INCHES EXCEPT WHERE SIDING, SHEATHING, AND WALL FRAMING ARE OF APPROVED PRESERVATIVE TREATED WOOD OR APPROVED NATURALLY DURABLE WOOD. (FBC 220.4.2.6)

DECKS, FENCES, PATIOS, PLANTERS, OR OTHER WOODEN BUILDING COMPONENTS THAT DIRECTLY ADJUT THE SIDEWALL OF THE FOUNDATION OR THE STRUCTURE SHALL BE CONSTRUCTED SO AS TO PROVIDE:

1. 18 INCHES CLEARANCE BENEATH OR
2. 6 INCHES CLEARANCE BETWEEN THE TOP OF THE COMPONENT AND THE EXTERIOR WALL COVERING OR
3. HAVE COMPONENTS THAT ARE EASILY REMOVABLE BY SCREWS OR HINGES TO ALLOW ACCESS FOR INSPECTION OF THE FOUNDATION SIDEWALL AND TREATMENT FOR TERMITES. (FBC 230.4.2.1)

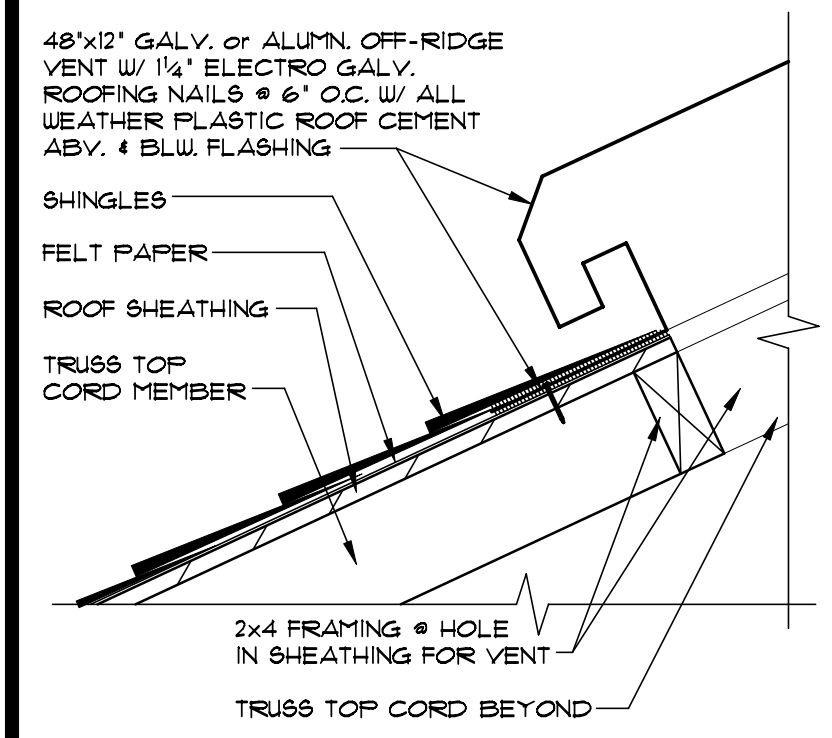


**33 - DOWEL REPLACEMENT DETAIL**

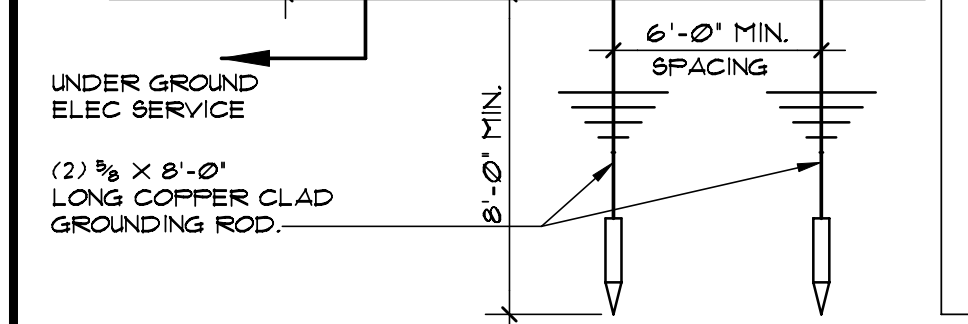
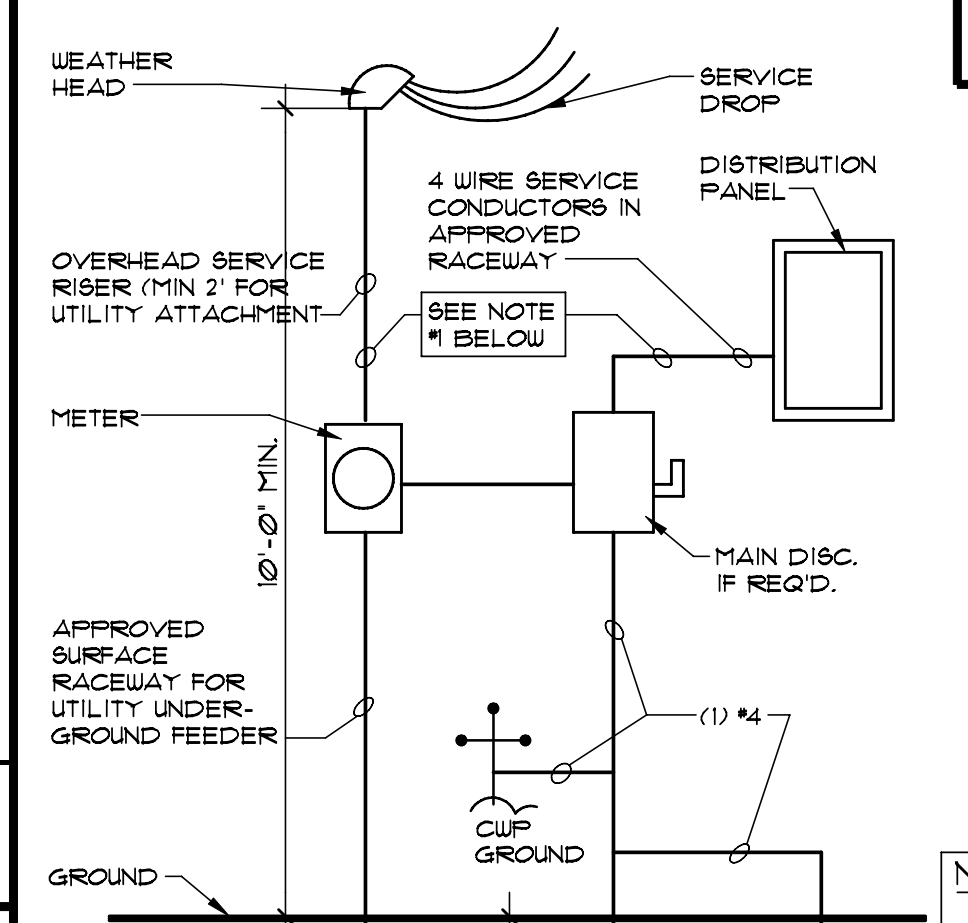
**GENERAL NOTES:**

1. WOOD FOR STRUCTURAL CONDITIONS TO BE GROUP II SPECIES OR MINIMUM F<sub>b</sub> = 1300 P.S.I.
2. SEE MANUFACTURER'S SPECIFICATION FOR REQUIRED FASTENERS TO ATTACH GARAGE DOOR, ENTRY DOORS, PATIO DOORS AND WINDOWS TO BUILDING.
3. ALL DOORS & WINDOWS SHALL MEET MANUFACTURER'S INSTALLATION REQUIREMENTS IN ACCORD WITH FBC COMPLIANCE REPORTS.
4. SOIL MUST BE TERMITE TREATED AND ALL PROVISIONS OF FBC SHALL BE MET.
5. ALL CONNECTORS AND FASTENERS IN CONTACT WITH PRESSURE TREATED WOOD TO BE STAINLESS STEEL OR GALVANIZED, MEETING ASTM A153 REQUIREMENTS.

**SUBTERRANEAN TERMITE PROTECTION**

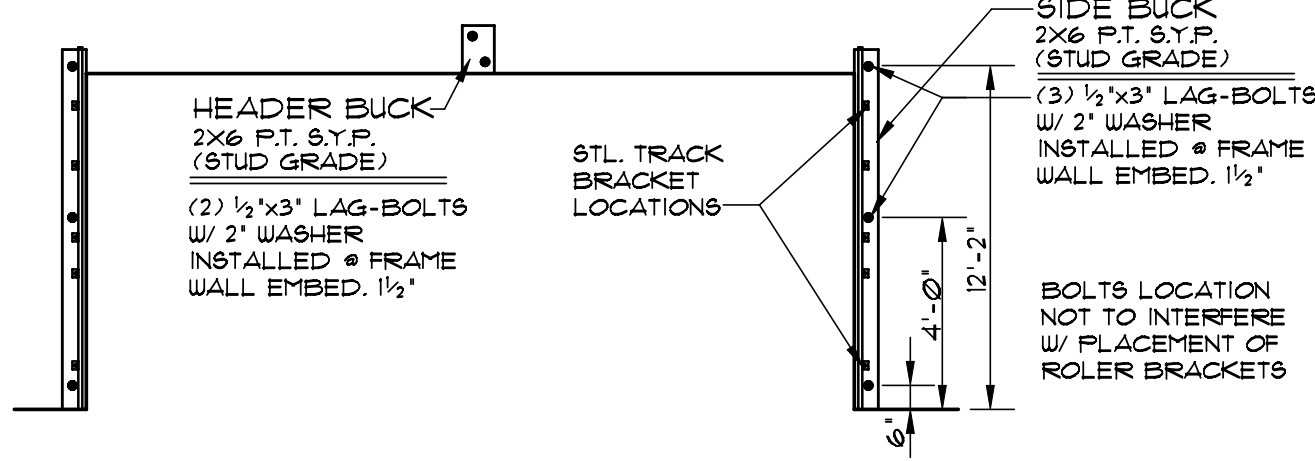


**51 - OFF-RIDGE VENT**  
SCALE: 2" = 1'-0"

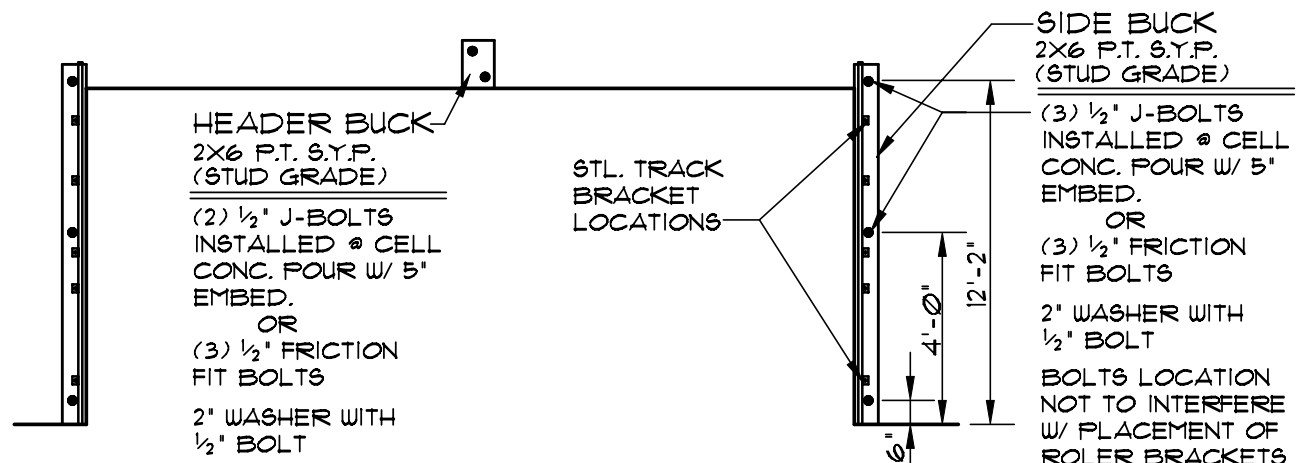


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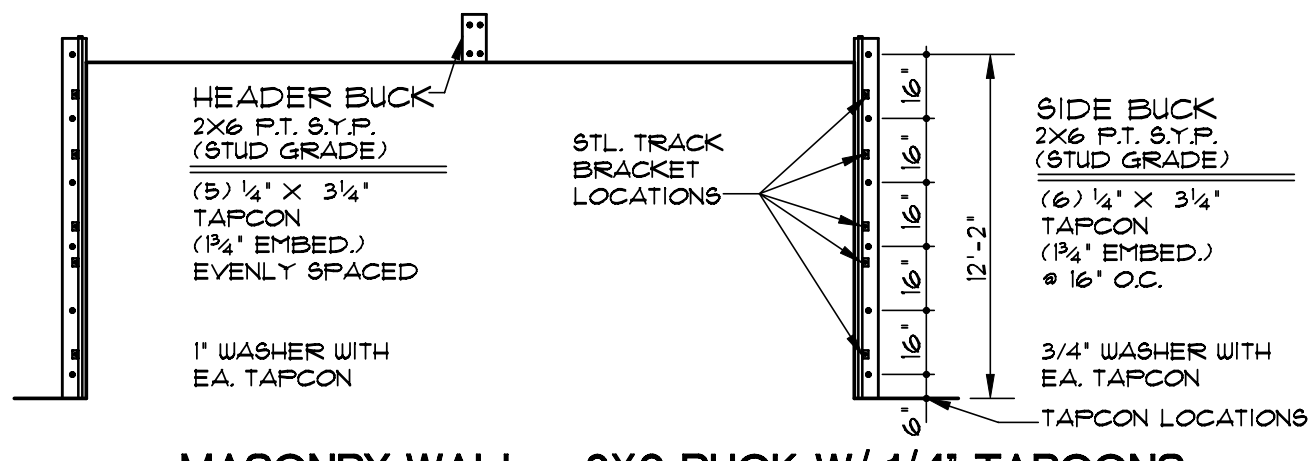
1. 120/240 VOLTS, 3-WIRE, SINGLE PHASE DIST. 150 AMP, 1\"/>
2. ALL WIRE SHALL BE THIN.
3. A/C LOADS IS ASSUMED VERIFY EQUIPMENT LOADS PRIOR TO INSTALLATION, REVISE BRANCH AS REQUIRED.



**FRAME WALL - 2X6 BUCK W/ 1/2\"/>**



**MASONRY WALL - 2X6 BUCK W/ 1/2\"/>**



**MASONRY WALL - 2X6 BUCK W/ 1/4\"/>**

**LOAD SPEC.**  
10'-0" x 12'-0" O.H.G. DR. = 120 SQ. FT.  
120 SF. x 26.4 LBS/SF. = 3168 LBS. (TOTAL)  
1584 LBS. TO EA. SIDE BUCK  
132 LBS. LOAD PER LINEAR FT. @ SIDE BUCK

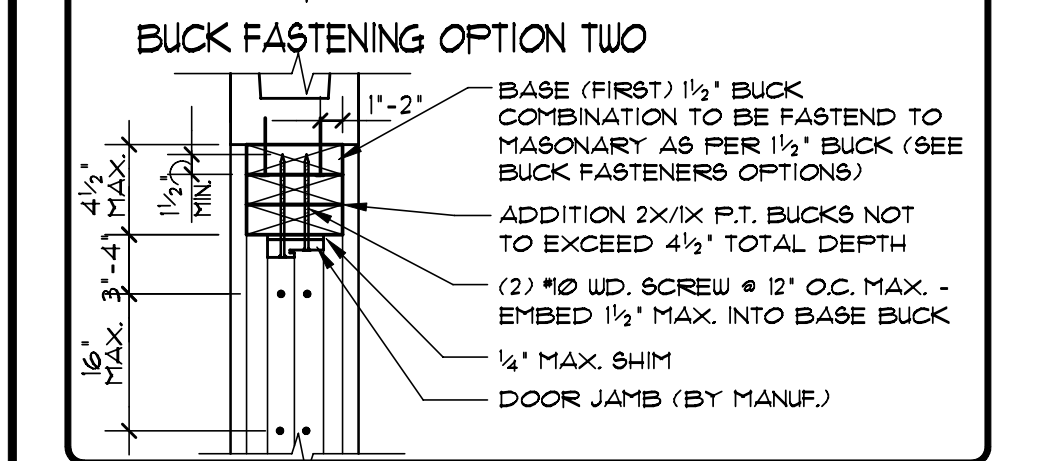
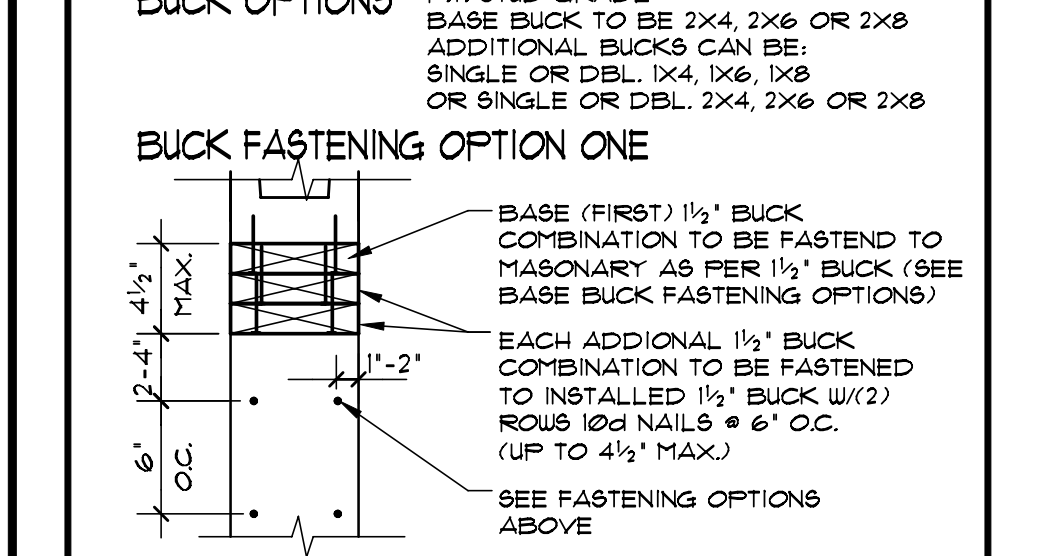
**LOAD SPEC.**  
12'-0" x 12'-0" O.H.G. DR. = 144 SQ. FT.  
144 SF. x 25.1 LBS/SF. = 3610 LBS. (TOTAL)  
1892 LBS. TO EA. SIDE BUCK  
154 LBS. LOAD PER LINEAR FT. @ SIDE BUCK

**LOAD SPEC.**  
14'-0" x 12'-0" O.H.G. DR. = 168 SQ. FT.  
168 SF. x 25.2 LBS/SF. = 4234 LBS. (TOTAL)  
2117 LBS. TO EA. SIDE BUCK  
176 LBS. LOAD PER LINEAR FT. @ SIDE BUCK

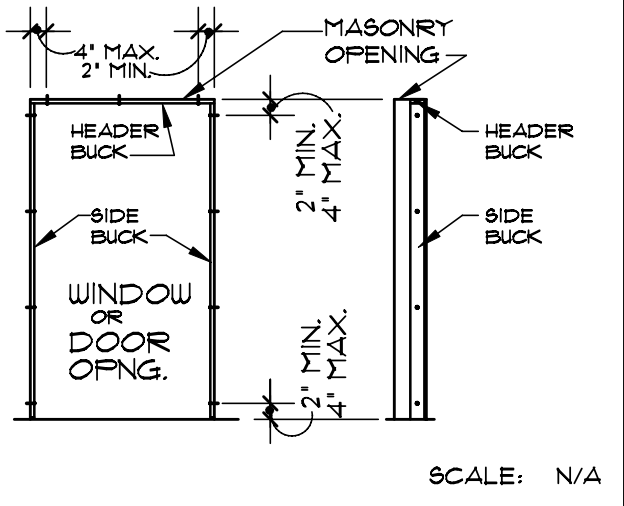
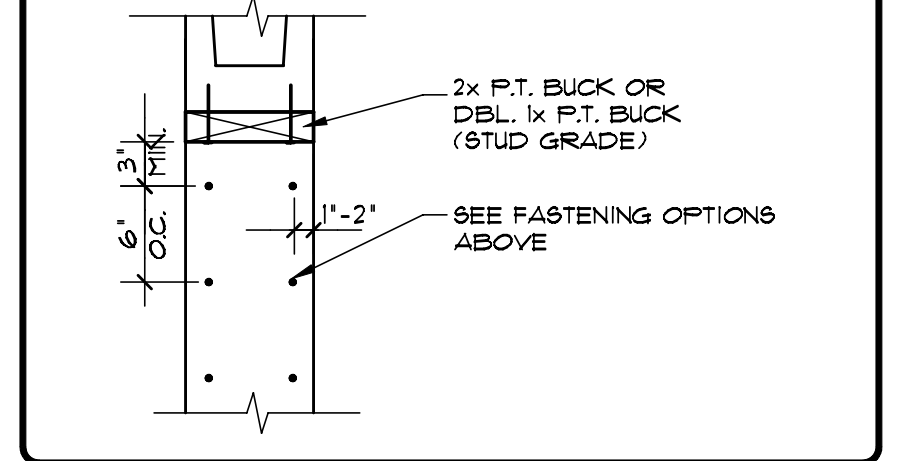
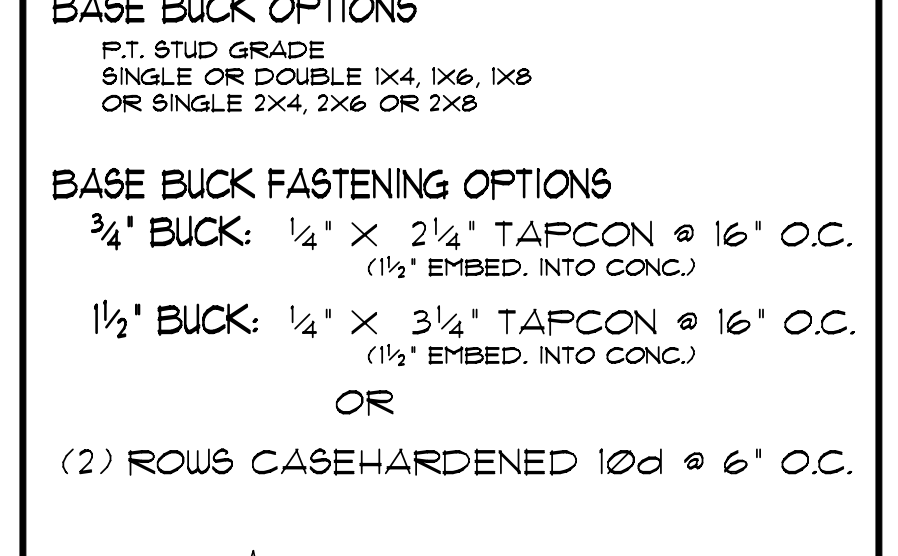
**LOAD SPEC.**  
14'-0" x 12'-0" O.H.G. DR. = 168 SQ. FT.  
168 SF. x 25.2 LBS/SF. = 4234 LBS. (TOTAL)  
2117 LBS. TO EA. SIDE BUCK  
176 LBS. LOAD PER LINEAR FT. @ SIDE BUCK

**GARAGE DOOR OPENING**  
16' x 12 and 12' x 12' and 14' x 12'  
SCALE: 1/2" = 1'-0"

**P.T. WD. BUCK OVER 1 1/2' TO 4 1/2' BUCK COMBINATION OF 1X AND 2X P.T.**



**P.T. WD. BUCK 3/4' TO 1 1/2' 1X or 2X or (2) 1X P.T. BASE BUCK**



**ENGINEERING SPECS.**  
WIND LOAD FACTOR UP TO: -44.1 LBS. PER SQ. FT. -39.9 LBS. PER SQ. FT.

DOOR LOCATION MAY BE AT ANY POINT ON A WALL

FASTENER REQUIRED TO BE WITHIN 4" OF BUCK END NO CLOSER THAN 2" FROM BUCK END

FASTENERS TO BE SPACED EQUALLY & FULL EMBED. OF SCREW HEAD INTO BUCK

BUCK TO BE MIN. OF 3/4" THK. P.T. STUD GRADE

**ROOF ASSEMBLY DETAILS**

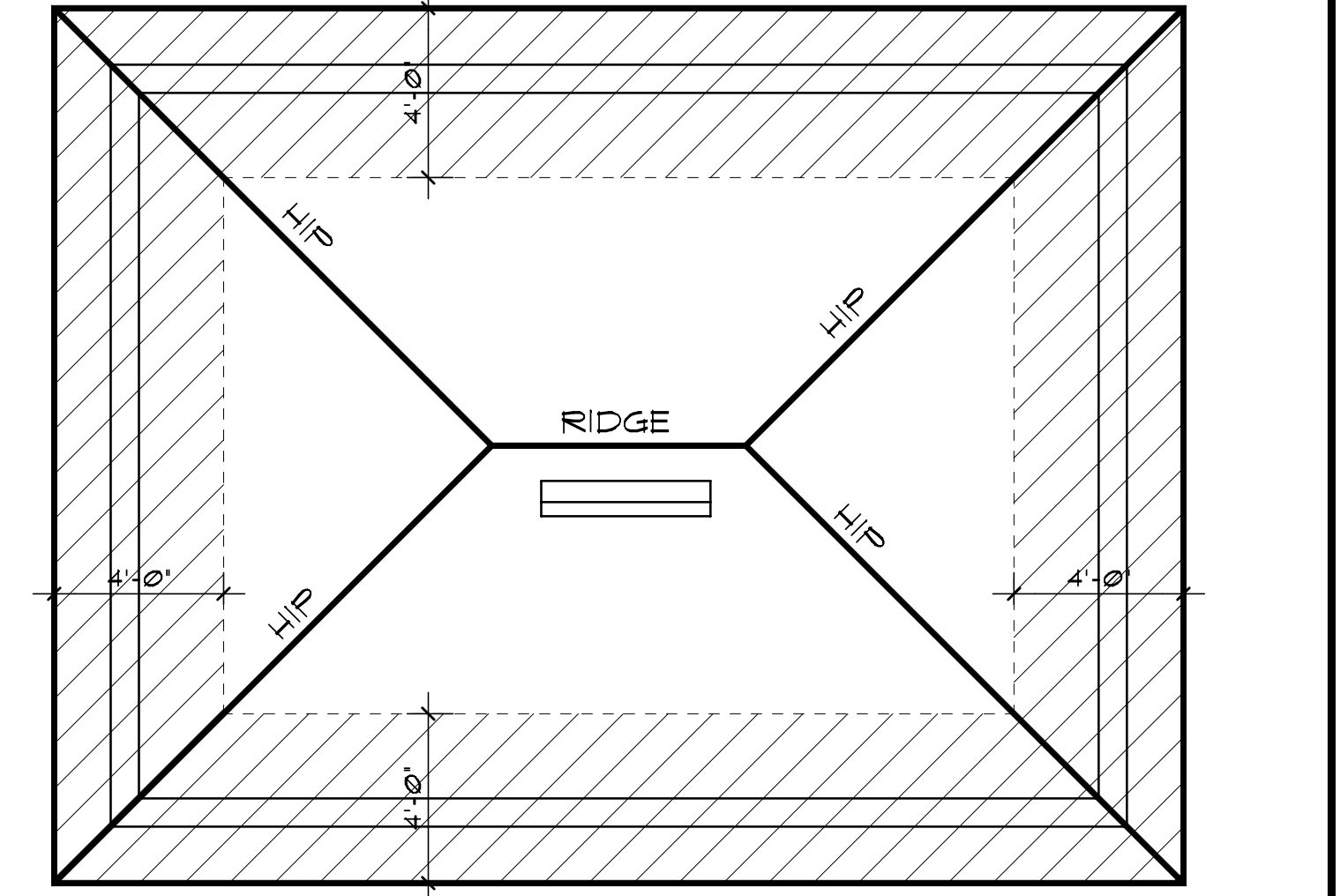
**SHEATHING TYPE & FASTENING:**  
1/2" C-D PLYWOOD OR 1/4" OSB SHEATHING w/ 24 RING-SHANK NAILS @ 6" O.C. ON EDGES AND FIRST FOUR FEET OF ROOF SHEATHING FROM ALL EDGES, AND 6" O.C. @ SHEATHING INTERIOR

**FELT PAPER TYPE & FASTENING:**  
COMPOSITION: 4:12 OR GREATER  
5.8 MEMBRANE OVER SHEATHING OR 30 LB. FELT OVER SHEATHING w/ 1" CAPPED ROOFING NAILS @ 6" O.C. @ 2" OVERLAPS @ 12" O.C. @ FELT INTERIOR

**SHINGLE TYPE & FASTENING:**  
COMPOSITION  
COMPOSITION SHINGLES w/ (6) 1/4" ELECTRO GALV. ROOFING NAILS @ EA. SHINGLE w/ FULL SHEATHING PENETRATION

**VENT TYPE & FASTENING:**  
4'-0" x 1'-0" GALV. OFF-RIDGE VENTS w/ 1/4" ELECTRO GALV. ROOFING NAILS @ 6" O.C.

**FLASHING TYPE & FASTENING:**  
COMPOSITION  
28 GAUGE GALV. or ALUMIN. FLASHING w/ 1/4" ELECTRO GALV. ROOFING NAILS @ 6" O.C.



**ROOF ASSEMBLY/NAILING DETAIL**  
SCALE: 1/4" = 1'-0"

**MASONRY OPENINGS for DOORS and WINDOWS** (ALL BRANDS)

**AREAS (SQ. FT.)**  
GARAGE 1260  
TOTAL 1260

**REVISIONS**

**white heat designs**  
RESIDENTIAL DESIGNERS  
7800 DeBary, Florida 32725 386.574.8988 fax

**DON BOLDEN ENGINEERING, INC.**  
Donald G. Bolden, P.E.  
P.O. Box 530783  
DeBary, FL 32753

**MASONRY OPNG./ MISC. DETAILS**  
A CUSTOM GARAGE FOR:  
**Mr. & Mrs. Bolden**  
78 River Bluff Trail, DeBary, FL

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**DATE:** 21 OCT 2019  
**DRAWN BY:** ILO  
**SHEET NO.:** S-2



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Springview Woods Ph. 4 Final Plat	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
<b>From:</b> Matt Boerger, Growth Management	
<b>Meeting Hearing Date</b> June 22, 2020	

### REQUEST

Jerome Henin of the Henin Group is seeking final plat approval for Springview Woods Phase 4, which consists of lots 148-195.

### PURPOSE

The Applicant is requesting approval of a final plat for the purpose of recording the plat and permitting sellable lots.

### CONSIDERATIONS

On September 17, 2019 the City of DeBary's Development Review Committee (DRC) recommended approval of the Springview Woods Phase 4 Final Plat.

Pursuant to Section 4-46, Final Plat Review within the LDC, *"after the preliminary plat development order has been issued pursuant to section 4-45, the developer may submit an application for a final plat development order."* The applicant has satisfied preliminary plat review and is now applying for approval for the Final Plat Review including issuance of development order.

The Applicant's request for Final Plat approval for Springview Woods Phase 4, includes lots 148-195 of the total developable 195 units. The Applicant wishes to develop the collective lots into single family homes, as previously permitted in the Preliminary Plat and Construction Plans.

Note: Volusia County Utilities had been discharging potable water into the detention pond on the north side of the project, Tract C. This is part of a safety precaution the County implements to ensure safe and sanitary drinking water. However, this has also caused vegetation to grow along the pond bottom which was originally designed to be a dry detention pond. In light of this issue, the County has recently ceased the water discharge into the pond and implemented an alternative method for water discharge. The developer has now committed to clearing the pond bottom of the vegetation prior to plat recording.



## **Findings of Fact**

The City of DeBary Development Review Committee and City Attorney reviewed the request and provide for the following findings of fact:

- All requirements per local and state codes have been addressed; and
- The City's Surveyor, in conformity with Chapter 177 of the Florida Statutes, has reviewed the final plat and the City Attorney has conducted a legal review of the final plat and the title opinion.
- The required infrastructure improvements for this phase of the project have been verified complete by the City's Construction Management Inspector in conformance to water distribution systems, sanitary sewer, grading and paving/drainage systems as specified by approved construction plans.
- On June 2, 2020, the City's Development Review Committee reviewed and recommended approval of the proposed plat.

## **COST/FUNDING**

N/A

## **RECOMMENDATION**

It is recommended that the City Council approve the Final Plat for Springview Woods Phase 4, subject to staff conditions of approval including the following:

- Developer shall remove the vegetation in the north pond bottom within Tract C prior to plat recording.
- Payment of all required fees, deposits, and costs may be applicable or required pursuant to the Land Development Code, and other applicable laws, ordinances, and regulations shall be paid to the City prior to final plat approval and recording. The applicant shall be responsible for all recording costs associated with the plat and related documents.
- The original signed plat mylar and all original executed plat related documents are to be promptly recorded in the Public Records of Volusia County, Florida, after final plat approval and only after satisfaction of all conditions of plat approval. Upon recording of the plat and plat related documents, the applicant shall provide the City with a recorded copy of the plat and plat documents to evidence proper recording.
- It is the responsibility of the entity subdividing the land to ensure that all applicable requirements of the Land Development Code and Florida Statutes relative to the subdividing and development of property are met prior to the final plat approval and recording. The lots on the plat shall not be

conveyed unless and until the conditions of approval have been satisfied and the plat as well as the plat related documents have been fully executed and recorded in the public records.

**IMPLEMENTATION**

The Plat will be recorded with the Volusia County Clerk of the Courts.

**ATTACHMENTS**

Springview Woods Phase 4, Final Plat

# SPRINGVIEW WOODS PHASE 4

SHEET 1 OF 5

A portion of Section 4, Township 19 South, Range 30 East  
 City of DeBary, Volusia County, Florida  
 Also being a Replat of a Portion of the  
 Plat of KONOMOC per Plat Book 1, Page 66

PLAT  
BOOK

PAGE

## SPRINGVIEW WOODS PHASE 4 CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Henin Springview, LLC, a Florida limited liability company being the owner in fee simple of the lands described in the attached plat, entitled Springview Woods Phase 4, located in the City of DeBary, Florida, hereby dedicates said lands and plat for the uses and purposes therein expressed, including as set forth in the surveyor notes and dedicates Non-Vehicular Access Easement, Utility Easements, Drainage Easements and Rights-Of-Way shown or described thereon to the perpetual use of the Public, for proper purposes and the City of DeBary, Florida. A utility easement over Tracts A and B are hereby dedicated to Volusia County, Florida

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Henin Springview, LLC, a Florida limited liability company

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signed, sealed and delivered in the presence of:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of Henin Springview, LLC, a Florida limited liability company, on behalf of the company and who is personally known to me or has produced \_\_\_\_\_ as identification.

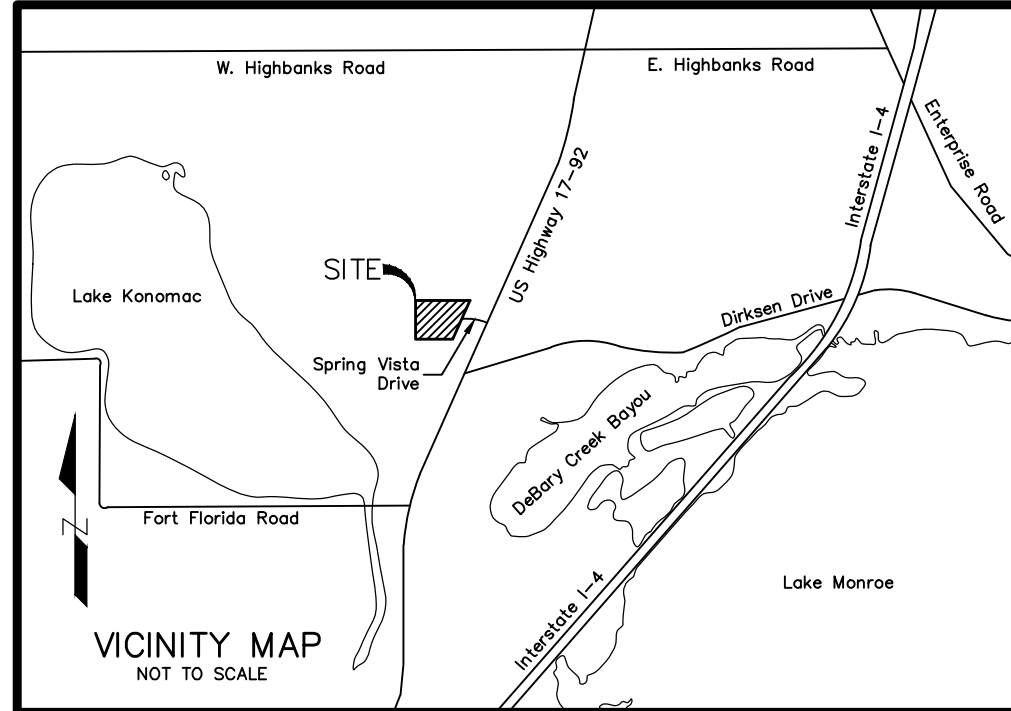
Notary Public

Print Name \_\_\_\_\_

My Commission expires \_\_\_\_\_

My Commission Number \_\_\_\_\_

SEAL



### Property Description

A parcel of land being a portion of the Northwest 1/4 of Section 4, Township 19 South, Range 30 East, Volusia County, Florida and a portion of the Plat of Konomoc, according to the plat thereof as recorded in Plat Book 1, Page 66, Public Records of Volusia County, Florida. Being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of Section 4, Township 19 South, Range 30 East, Volusia County, Florida, also being the Northwest corner of Tract F of SPRINGVIEW WOODS PHASE 1, according to the plat thereof as recorded in Plat Book 59, Pages 21 through 27, Public Records of Volusia County, Florida; thence South 01°18'56" West, along the West line of said Section 4 and West line of said Tract F, a distance of 324.61 feet to the Southwest corner of said Tract F and POINT OF BEGINNING; thence continue South 01°18'56" West, along the West line of said Section 4, a distance of 1357.52 feet to the Northwest corner of Tract "B", Tree Preservation, of SPRINGVIEW WOODS PHASE 3, according to the plat thereof as recorded in Plat Book 61, Pages 7 through 11, Public Records of Volusia County, Florida; thence South 89°09'13" East a distance of 237.63 feet to the Northeast corner of Lot 147 of said SPRINGVIEW WOODS PHASE 3; thence North 00°50'47" East a distance of 66.19 feet to the North right of way of Springview Vista Drive of said SPRINGVIEW WOODS PHASE 3; thence South 89°09'13" East, along said North right of way line, a distance of 170.00 feet to the Southwest corner of Lot 140 of said SPRINGVIEW WOODS PHASE 3; thence North 00°50'47" East, along the West line of said SPRINGVIEW WOODS PHASE 3, a distance of 1236.57 feet to the Northwest corner of Lot 115 of said SPRINGVIEW WOODS PHASE 3, point also being the most Southerly corner of Tract C of said SPRINGVIEW WOODS PHASE 1; thence North 52°09'28" West, along the South line of said Tract C, a distance of 90.92 feet; thence North 89°09'13" West, along the South line of said Tract C and Tract F of said SPRINGVIEW WOODS PHASE 1, a distance of 323.90 feet to the POINT OF BEGINNING.

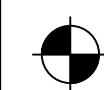
Contains 12.226 acres, more or less.

### Surveyor's Notes

- Bearings shown on this plat are based on the West line of the Northwest 1/4 of Section 4, Township 19 South, Range 30 East being assumed as South 01°18'56" West.
- All lot lines contiguous to a curve are radial unless designated otherwise (NR).
- Tracts A and B are Open Space tracts to be owned and maintained by the Springview Woods Homeowners' Association, Inc. There is a utility and drainage easement over, under and across Tracts A and B hereby dedicated to the City of DeBary, Florida. The City of DeBary shall have no obligation to maintain Tracts A and B or any improvement thereon. There is a utility easement over, under and across Tracts A and B hereby dedicated to Volusia County, Florida.
- Tract C is a Tree Preservation tract to be owned and maintained by the Springview Woods Homeowners' Association, Inc. in their natural state without rights of development. A Natural Vegetation Easement over Tract C is hereby dedicated to the City of DeBary with the right to enforce the restrictions upon and purposes of said tracts. The City of DeBary shall not have any obligation to maintain Tract C.
- The 1.00' Non-Vehicular Access Easement along the south line of Lot 195 is hereby dedicated to the City of DeBary, Florida for the purpose of not allowing vehicles to cross the easement to access Lot 195 from the North right of way of Spring Vista Drive. Said Easement is to be maintained by Springview Woods Homeowners' Association, Inc.
- There is a ten (10.00) foot wide utility easement along the front and side lot and tract lines that are adjacent to road right of ways.
- All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This paragraph shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Further, such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.
- All lot owners shall be subject to and governed by the Declaration of Covenants, Conditions, Easements and Restrictions for Springview Woods as recorded in Official Records Book 7534, Page 125 of the Public Records of Volusia County, Florida.

### NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.



Benchmark Surveying & Mapping, LLC  
 Certificate of Authorization Number - LB-7874

Post Office Box 771065, Winter Garden, Florida 34777-1065  
 3110 Red Fox Run, Kissimmee, Florida 34746

(407) 654-6183 - www.benchmarksurveyingandmapping.com

## CERTIFICATE OF SURVEYOR AND MAPPER

KNOWN ALL MEN BY THESE PRESENTS, That the undersigned, being a professional land surveyor and mapper licensed on the State of Florida, does hereby certify that this plat was prepared under my direction and it complies with all of the survey requirements of Florida Statute Chapter 177.

By \_\_\_\_\_ Date \_\_\_\_\_

Billy Joe Jenkins, Jr.  
 Professional Surveyor and Mapper  
 Florida Registration # 5205  
 Benchmark Surveying & Mapping, LLC  
 Certificate of Authorization Number - LB-7874  
 3110 Red Fox Run, Kissimmee, Florida 34746

## CERTIFICATE OF APPROVAL BY THE LAND DEVELOPMENT MANAGER

THIS IS TO CERTIFY, That on \_\_\_\_\_ this plat was approved.

By \_\_\_\_\_  
 Land Development Manager or His Authorized Representative

## REVIEW OF SURVEYOR AND MAPPER FOR THE CITY OF DEBARY

THIS IS TO CERTIFY, That on \_\_\_\_\_ this plat was approved.

By \_\_\_\_\_  
 Registered Surveyor  
 Timothy O. Mosby, PSM 4732  
 Southeastern Surveying and Mapping Corp.  
 6500 All American Blvd., Orlando, Florida 32810

## CERTIFICATE OF APPROVAL BY CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA

THIS IS TO CERTIFY, That on \_\_\_\_\_ this plat was approved by the City Council of the City of DeBary, Florida.

\_\_\_\_\_  
 Mayor of the City of DeBary

Attest: \_\_\_\_\_  
 City Clerk of the City of DeBary

## CERTIFICATE OF CLERK

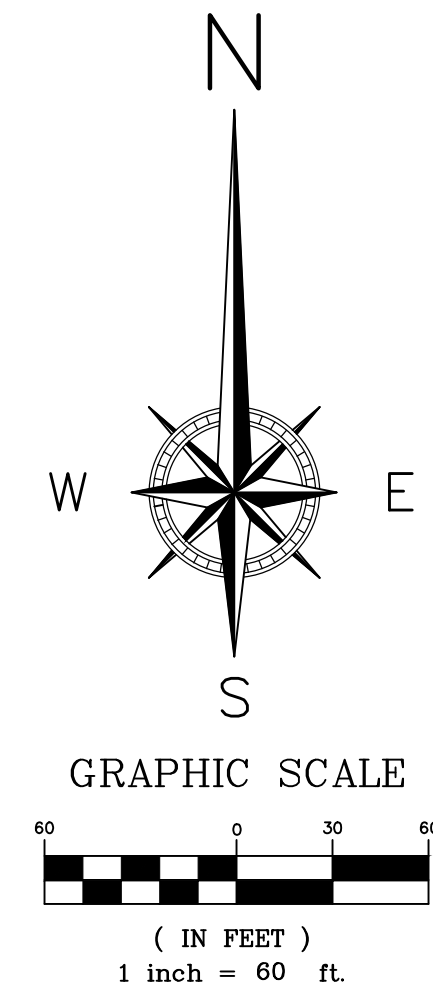
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on \_\_\_\_\_ at \_\_\_\_\_ File No. \_\_\_\_\_

\_\_\_\_\_  
 Clerk of the Circuit Court in and for Volusia County, Florida



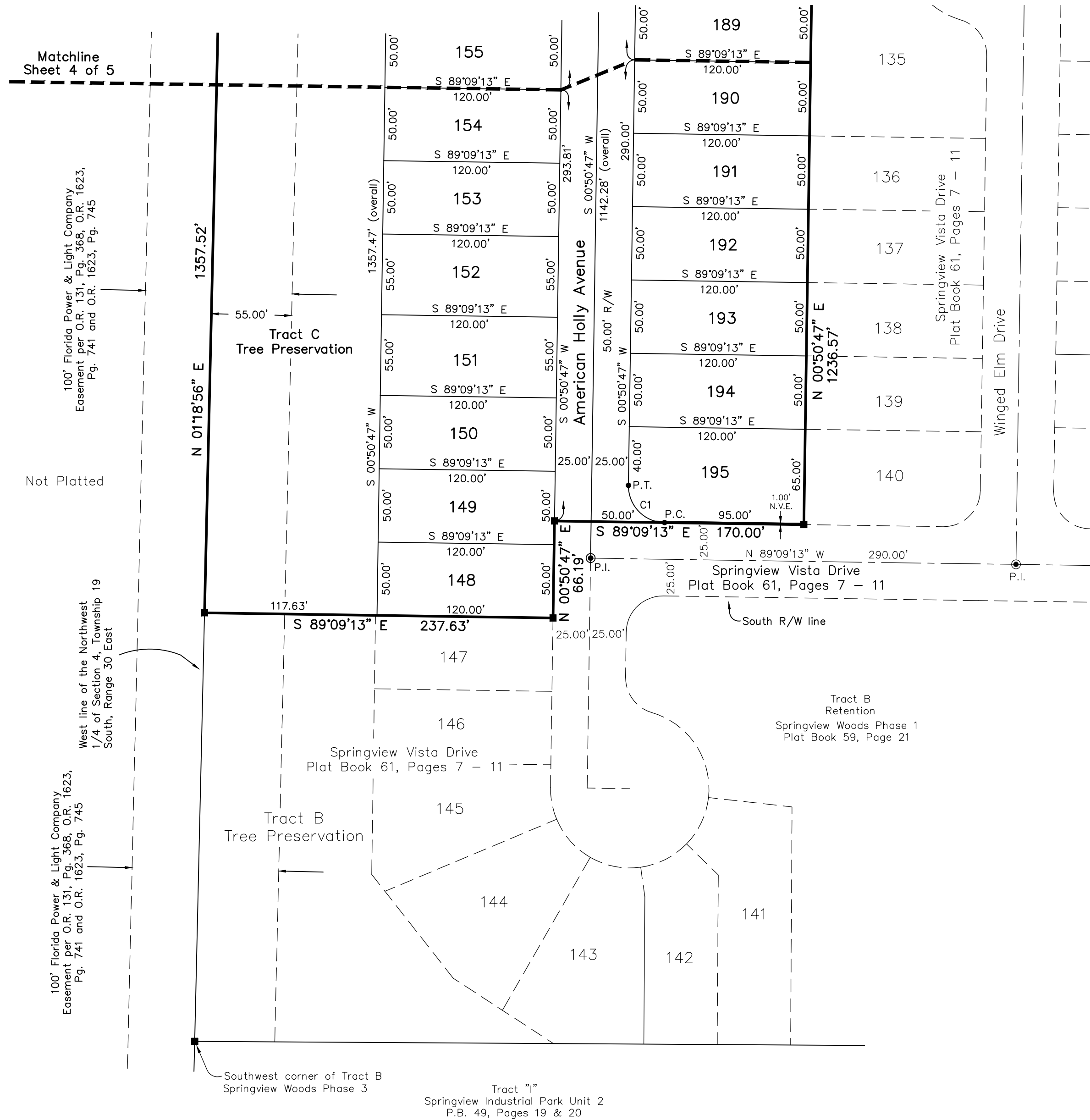
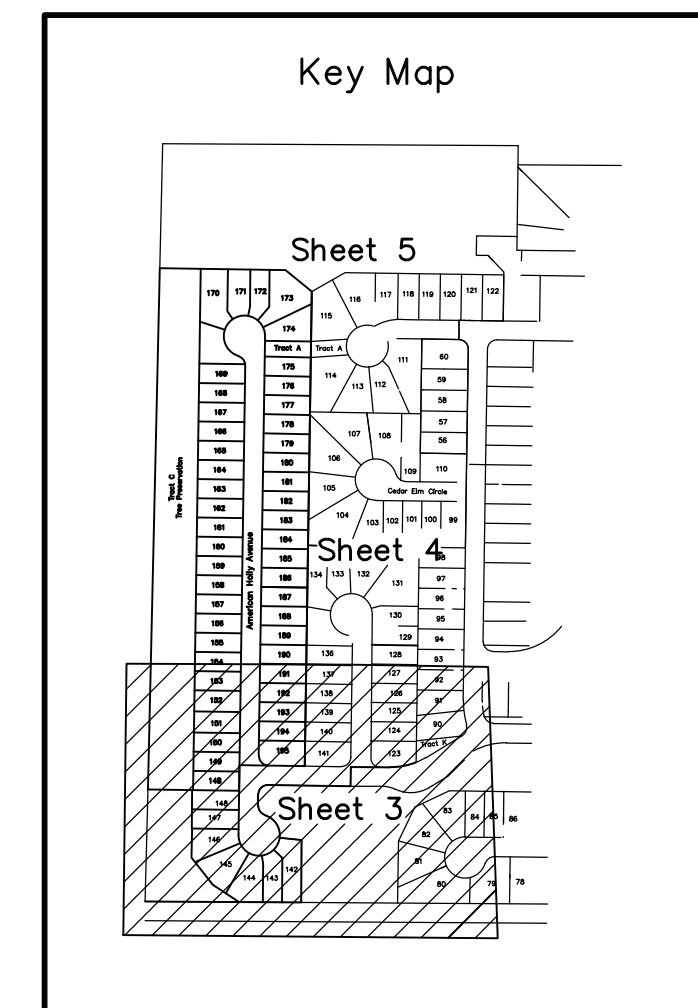
# SPRINGVIEW WOODS PHASE 4

A portion of Section 4, Township 19 South, Range 30 East  
 City of DeBary, Volusia County, Florida  
 Also being a Replat of a Portion of the  
 Plat of KONOMOC per Plat Book 1, Page 66



### Legend and Abbreviations

- R/W – denotes right of way
- O.R. – denotes official records
- P.B. – denotes Plat Book
- D.E. – denotes drainage easement
- N.V.E. – denotes non-vehicular access easement
- (NR) – denotes not radial
- P.I. – denotes point of intersection
- P.C. – denotes point of curvature
- P.T. – denotes point of tangency
- R.P. – denotes radius point
- P.R.C. – denotes point of reverse curvature
- ⊙ – denotes permanent control point (PCP). Set nail and disk "PSM 5205"
- – denotes permanent reference monument (PRM). Set 4" X 4" concrete monument with disk "PSM 5205", unless otherwise noted
- – denotes change of direction of R/W line

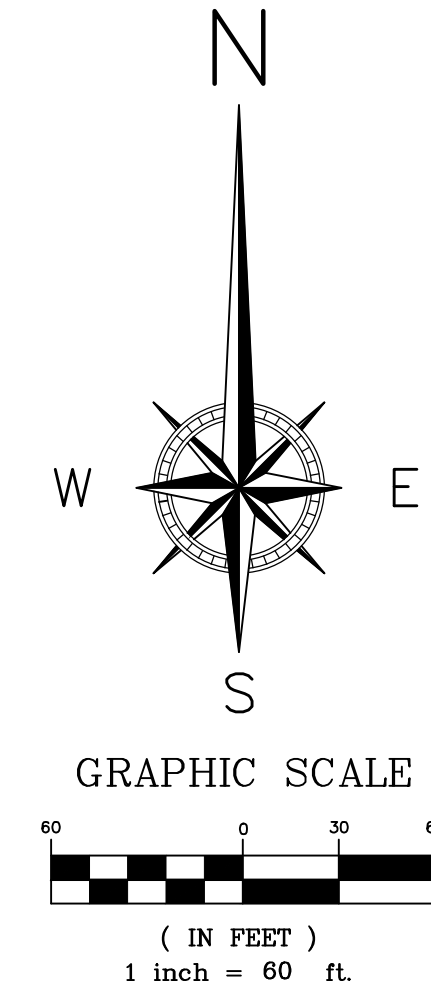
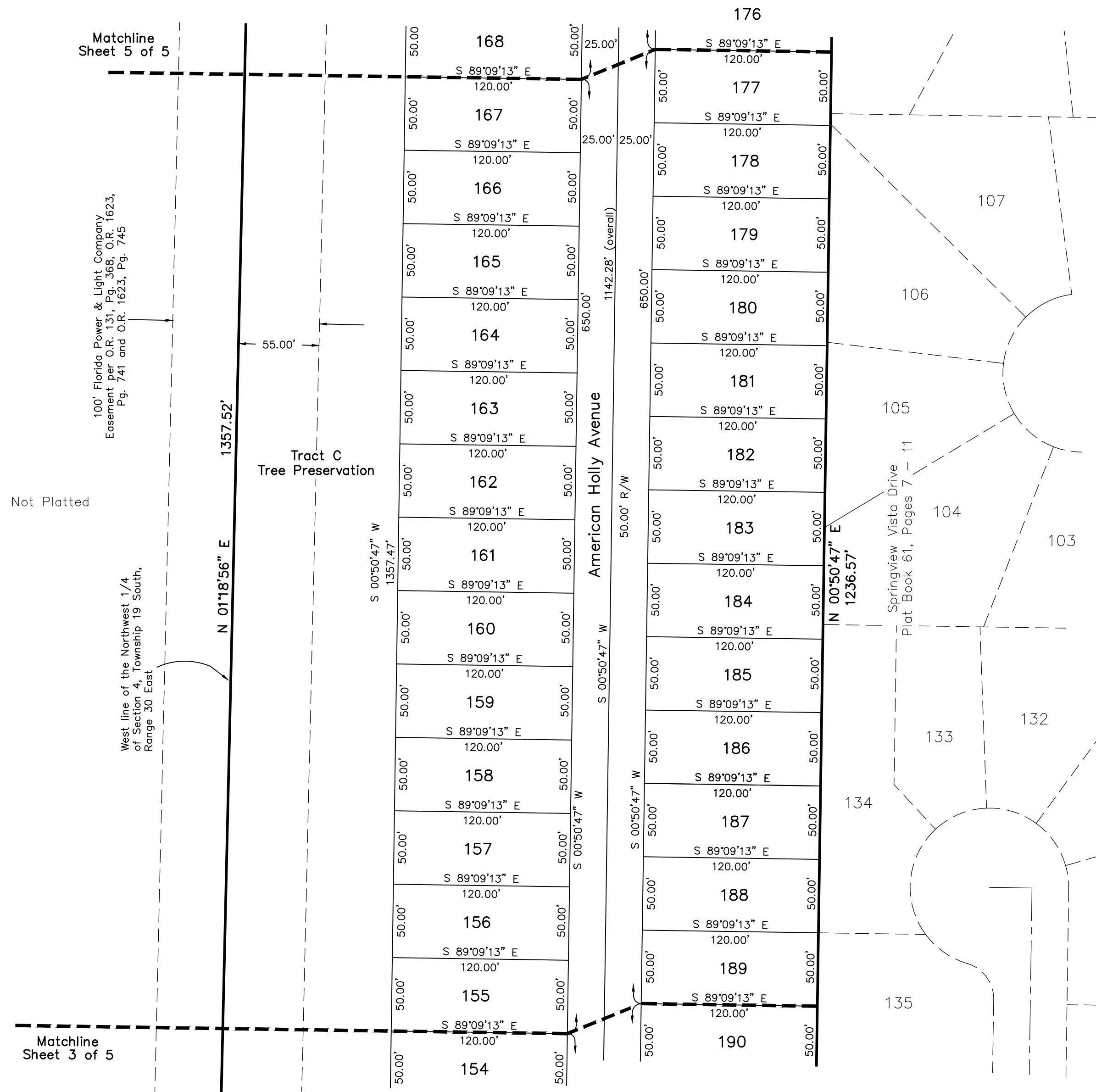


Curve Table					
Number	Radius	Delta	Length	Chord	Chord Bearing
CT	25.00'	90°00'00"	39.27'	35.36'	S 44°09'13" E

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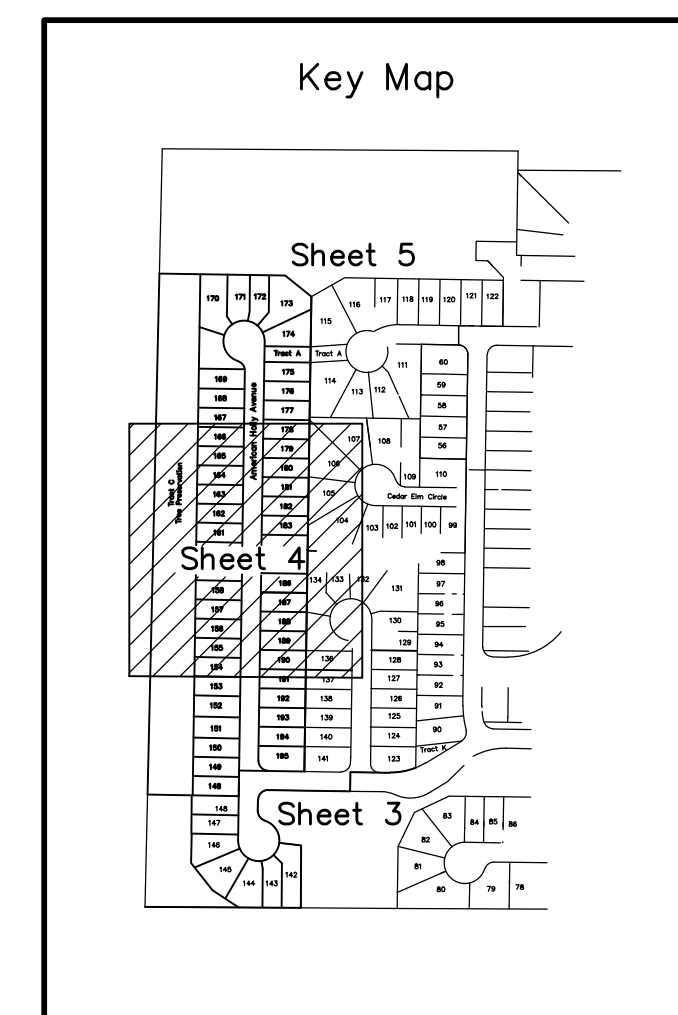
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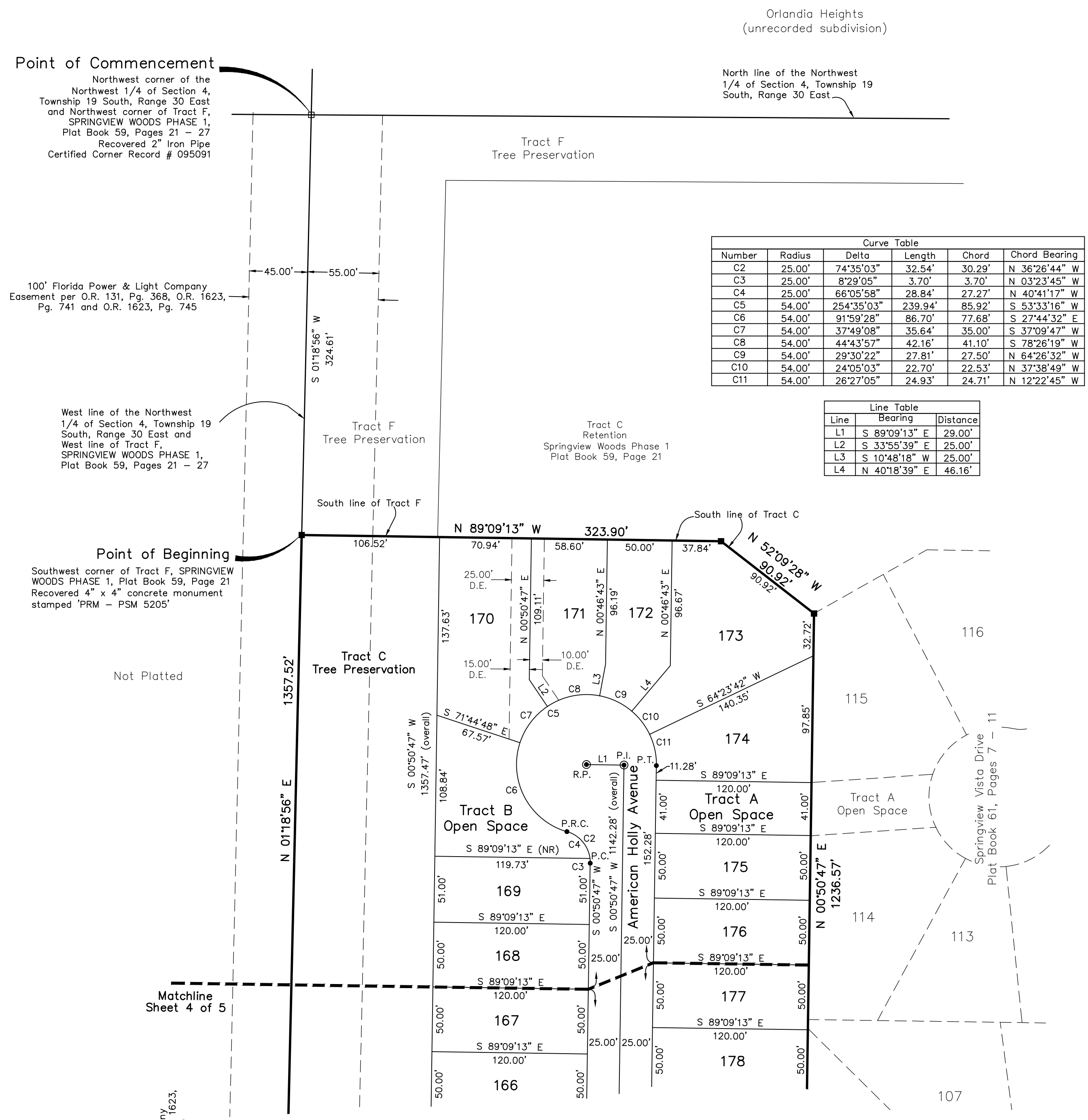
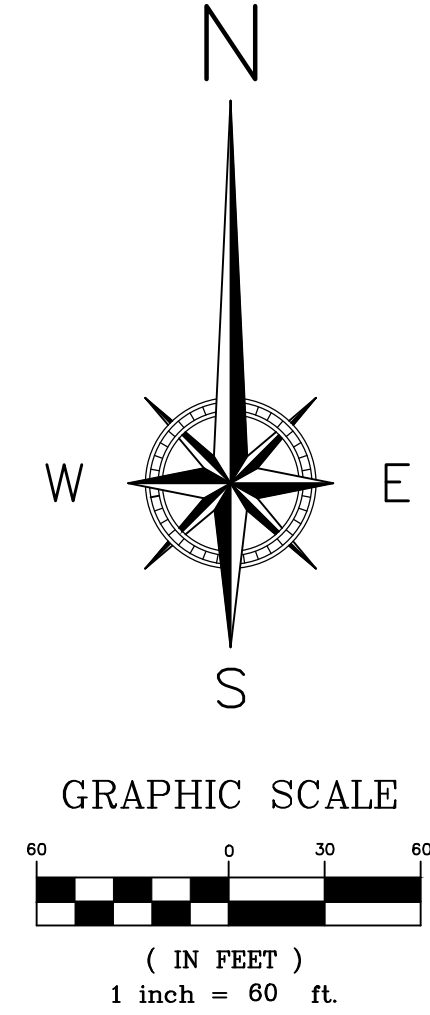
# SPRINGVIEW WOODS PHASE 4

SHEET 5 OF 5

PLAT BOOK

PAGE

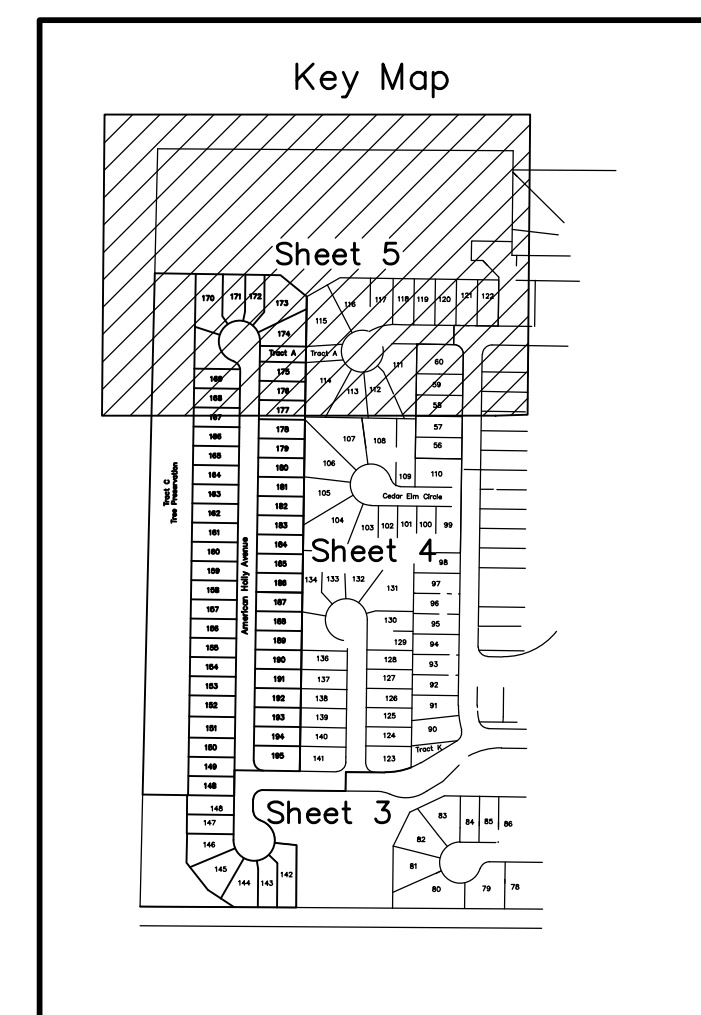
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Number	Radius	Delta	Length	Chord	Chord Bearing
C2	25.00'	74°35'03"	32.54'	30.29'	N 36°26'44" W
C3	25.00'	8°29'05"	3.70'	3.70'	N 03°23'45" W
C4	25.00'	66°05'58"	28.84'	27.27'	N 40°41'17" W
C5	54.00'	254°35'03"	239.94'	85.92'	S 53°33'16" W
C6	54.00'	91°59'28"	86.70'	77.68'	S 27°44'32" E
C7	54.00'	37°49'08"	35.64'	35.00'	S 37°09'47" W
C8	54.00'	44°43'57"	42.16'	41.10'	S 78°26'19" W
C9	54.00'	29°30'22"	27.81'	27.50'	N 64°26'32" W
C10	54.00'	24°05'03"	22.70'	22.53'	N 37°38'49" W
C11	54.00'	26°27'05"	24.93'	24.71'	N 12°22'45" W

Line	Bearing	Distance
L1	S 89°09'13" E	29.00'
L2	S 33°55'39" E	25.00'
L3	S 10°48'18" W	25.00'
L4	N 40°18'39" E	46.16'

- Legend and Abbreviations**
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# City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Proposed Millage Rate Resolution No 2020-09	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> July 22, 2020	

## REQUEST

City Manager is requesting the City Council to adopt Resolution No. 2020-09 to set the proposed ad valorem millage rate of 2.9247 for fiscal year 2020/2021 and to set the date, time, and place of the tentative budget hearing on the fiscal year 2020/2021 budget for September 9, 2020 at 6:30 PM in the Council Chambers at City Hall. Council may set the proposed millage rate higher than the City Manager’s recommendation.

## PURPOSE

This agenda item is needed at this time to meet the timing of TRIM requirements to publish the proposed ad valorem millage rate and the tentative budget hearing information on the TRIM notice.

## CONSIDERATIONS

- The proposed millage rate at 2.9247 is 7.82% below the rolled back rate of 3.1727.
- The final millage rate, generally, cannot be more than the proposed millage rate.
- The Council raised the ad valorem rate to 3.5 mils last budget year to accelerate much needed, long overdue stormwater projects. In doing so, promises were made to reduce the millage rate to the established baseline rate of 2.9247 mils.
- The Council may set the proposed millage rate higher than 2.9247 for budget discussion purposes which could include final state revenue estimates being less than current estimates.
- The attached millage chart provides the Council with additional options.

## COST/FUNDING

N/A

## RECOMMENDATION

It is recommended that the City Council: Approve Resolution No. 2020-09 adopting a proposed millage rate deemed appropriate and setting the tentative budget hearing date, time and place.

## IMPLEMENTATION

N/A

## ATTACHMENTS

Resolution No. 2020-09  
Millage Chart



**RESOLUTION NO. 2020-09**

**A RESOLUTION OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA; ADOPTING A PROPOSED MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2020-2021 ON ALL TAXABLE PROPERTY LOCATED WITHIN THE CITY OF DEBARY, FLORIDA; SETTING A TENTATIVE BUDGET HEARING DATE, TIME AND PLACE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Volusia County Property Appraiser has certified the quantity of taxable property within the City of DeBary for Fiscal Year 2020-2021; and

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation within the City of DeBary has been certified by the Property Appraiser as \$2,303,061,348; and

**WHEREAS**, the City Manager has delivered the recommended budget for said year in accordance with Article XI, Section 11.02 of the City Charter; and

**WHEREAS**, the City Council of the City of DeBary adopts a proposed millage rate of 2.9247 and sets the tentative budget hearing for September 9, 2020 at 6:30 p.m., in the Council Chambers at City Hall, 16 Colomba Road, DeBary, Florida.

**IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1.** The City Council hereby adopts and imposes a proposed millage rate of 2.9247 for ad valorem taxation within the City of DeBary, Florida for the 2020-2021 fiscal year. This proposed ad valorem tax shall be levied upon the 2020 Tax Assessment Roll for taxes on all taxable property located within the City of DeBary and is to be used for the City's fiscal year beginning October 1, 2020 and ending September 30, 2021.

**SECTION 2.** The proposed ad valorem millage rate to be levied upon all taxable property located within the City of DeBary is less than the computed rolled-back rate of 3.1727 by 7.82%.

**SECTION 3.** The date for the tentative budget hearing is hereby set for September 9, 2020 at 6:30 p.m. to be held in the Council Chambers at City Hall, 16 Colomba Road, DeBary, Florida.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED** this 22nd day of July, 2020.

**ATTEST:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

---

Annette Hatch, City Clerk

---

Karen Chasez, Mayor

## Ad Valorem Taxes - FY2021 Options on Certified Taxable Value

Certified Taxable Value \$2,303,061,348

	Millage Rate	% Above Rolled Back	Ad Valorem Taxes Levied	Ad Valorem Revenue (95%)	Over/(Under) Rolled Back Revenue
Rolled Back Rate	3.1727	-	7,306,923	6,941,577	-
Proposed Rate	2.9247	-7.82%	6,735,764	6,398,975	(542,601)
	3.0000	-5.44%	6,909,184	6,563,725	(377,852)
	3.1000	-2.29%	7,139,490	6,782,516	(159,061)
	3.2000	0.86%	7,369,796	7,001,306	59,730
	3.3000	4.01%	7,600,102	7,220,097	278,521
	3.4000	7.16%	7,830,409	7,438,888	497,312
FY2020 Rate	3.5000	10.32%	8,060,715	7,657,679	716,102

### Revenue Generated

	Taxable Value	\$	100,000	\$	200,000	\$	300,000	\$	400,000
	Millage Rate								
	0.1000	\$	10	\$	20	\$	30	\$	40
Proposed Rate	2.9247		292		585		877		1,170
	3.0000		300		600		900		1,200
	3.1000		310		620		930		1,240
Rolled Back Rate	3.1727		317		635		952		1,269
	3.2000		320		640		960		1,280
	3.3000		330		660		990		1,320
	3.4000		340		680		1,020		1,360
FY2020 Rate	3.5000		350		700		1,050		1,400



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Stormwater Non Ad Valorem Assessment Resolution No 2020-10	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> July 22, 2020	

### **REQUEST**

City Manager is requesting the City Council to adopt Resolution No. 2020-10 to set the Stormwater Non-Ad Valorem Assessment for fiscal year 2020/2021.

### **PURPOSE**

This agenda item is needed at this time to meet the timing of TRIM requirements to publish the non-ad valorem assessments on the TRIM notice.

### **CONSIDERATIONS**

Stormwater Non-Ad Valorem Assessment is \$192.00 per year per residential parcel on public roadways, \$96.00 per year per residential parcel on private roadways and undeveloped residential and commercial properties. For developed commercial properties, the amount levied will be \$192.00 per 2,560 square feet of impervious surface with a minimum \$192. The stormwater assessment roll is available for review at City Hall due to the bulk of the roll.

### **COST/FUNDING**

N/A

### **RECOMMENDATION**

It is recommended that the City Council approve Resolution No. 2020-10.

### **ATTACHMENTS**

Resolution No. 2020-10  
Exhibit A

**RESOLUTION NO. 2020-10**

**A RESOLUTION OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA; ADOPTING A NON-AD VALOREM ASSESSMENT ROLL FOR THE STORMWATER UTILITY SERVICES, FACILITIES AND PROGRAMS; SPECIFYING THE UNIT OF MEASUREMENT FOR THE ASSESSMENT; SPECIFYING THE AMOUNT OF THE ASSESSMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of DeBary, Florida, adopted Ordinance No. 05-05 (the "Ordinance"), which authorizes the imposition of Stormwater Utility Assessments for stormwater utility services, facilities, and programs against property located within the City of DeBary; and

**WHEREAS**, the City Council on June 8, 2005, adopted Resolution No. 05-13 (the "Preliminary Rate Resolution"), containing a brief and general description of the stormwater utility services, facilities and programs to be provided to Assessed Property, estimating the cost to be assessed for the upcoming fiscal year, establishing the assessment rate for the upcoming fiscal year, authorizing a public hearing, directing the roll be updated and notice provided where required, and directing and authorizing additional or supplemental notice; and

**WHEREAS**, the Assessment Roll has heretofore been updated, eliminating those assessments who qualify for the additional senior exemption and made available for the inspection by the public, as required by the Ordinance; and

**WHEREAS**, a public hearing was held on September 6, 2005, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance; and

**WHEREAS**, pursuant to Florida Statute 197.3632, the City of DeBary must certify to the Volusia County Property Appraiser by September 15th of each year, the assessment amount to be levied and the assessment roll.

**IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1.** The Mayor and City Council of the City of DeBary do hereby adopt the Non-Ad Valorem Assessment for the Stormwater Utility Services, Facilities and Programs, for fiscal year 2020-2021 hereto attached and made a part of this resolution as Exhibit "A".

**SECTION 2.** The unit of measurement to be applied against each parcel shall be an Equivalent Residential Unit (ERU) meaning the statistical average horizontal impervious area of residential units. Those residents that qualify for the additional senior exemption will not be assessed the stormwater assessment.

**SECTION 3.** The amount of the assessment shall be \$192.00 per year per parcel accessed by public roadways, and \$96.00 per year per parcel accessed by private roadways. For undeveloped property, the amount will be \$96.00 per parcel per year for both residential and commercial properties. For developed commercial property, the amount levied per year will be \$192.00 per 2,560 square feet of impervious surface with a minimum assessment of \$192.00.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED** this 22nd day of July 2020.

**ATTEST:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

\_\_\_\_\_  
Annette Hatch, City Clerk

\_\_\_\_\_  
Karen Chasez, Mayor

# **Exhibit A**

**Available for review at City Hall**



**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Solid Waste Non Ad Valorem Assessment Resolution No 2020-11	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> July 22, 2020	

**REQUEST**

City Manager is requesting the City Council to adopt Resolution No. 2020-11 to set the Solid Waste Non-Ad Valorem Assessment for fiscal year 2020/2021 at \$220.00 per residential unit.

**PURPOSE**

This agenda item is needed at this time to meet the timing of TRIM requirements to publish the non-ad valorem assessments on the TRIM notice.

**CONSIDERATIONS**

The City entered into a new contract, which began on January 1, 2019, with Waste Pro to provide solid waste services that allowed for price adjustments beginning October 1 of each year. The Waste Pro monthly cost per residential unit is increasing by \$0.07 (7 cents) for FY 2020/2021. The recycling and landfill costs per ton are remaining the same as FY 2020. After analysis of the current year's costs, the solid waste non-ad valorem assessment is recommended to be \$220.00 per residential unit for fiscal year 2020/2021.

**COST/FUNDING**

N/A

**RECOMMENDATION**

It is recommended that the City Council approve Resolution No. 2020-11.

**ATTACHMENTS**

Resolution No. 2020-11  
Exhibit A

**RESOLUTION NO. 2020-11**

**A RESOLUTION OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA; ADOPTING A NON-AD VALOREM ASSESSMENT ROLL FOR SOLID WASTE COLLECTION AND DISPOSAL; SPECIFYING THE UNIT OF MEASUREMENT FOR THE ASSESSMENT; SPECIFYING THE AMOUNT OF THE ASSESSMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City collects an annual solid waste service utility assessment in accordance with Chapter 38 of the City Code; and

**WHEREAS**, the City has determined that the rate provided for herein is necessary and advisable to fund the City's provision of solid waste services for the Fiscal Year 2020-2021; and

**WHEREAS**, this Resolution is adopted at a public meeting.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1: RECITALS.** The foregoing recitals are ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

**SECTION 2: ASSESSMENT RATE SCHEDULE.** The total number of residential units to be assessed is 8,650. The amount of the solid waste service utility assessment shall be \$220.00 per year for each residential unit for an estimated period of one year hereto attached and made a part of this resolution as Exhibit "A".

**SECTION 3: SEVERABILITY.** If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Resolution.

**SECTION 4: CONFLICTS.** In the event of a conflict or conflicts between this Resolution and any other Resolution of the City Council or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption by the City Council of the City of DeBary, Florida.



**ADOPTED** this 22nd day of July 2020 by the City Council of the City of DeBary, Florida.

**ATTEST:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

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Annette Hatch, City Clerk

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Karen Chasez, Mayor

# **Exhibit A**

**Available for review at City Hall**

### Solid Waste Assessment Comparison

Rates	FY 2019	FY 2020	FY 2021
Waste Pro Pick up	11.46	11.79	11.86
Volusia Cty Landfill	3.56	3.56	3.56
Waste Pro Recycle	0.83	0.83	0.83
City Admin	1.59	1.62	1.56
Total	17.44	17.80	17.81
Annual Assessment	209.00	214.00	220.00
Collect 95%	0.95	0.95	0.95
	198.55	203.30	209.00

Averages	Avg Jan-May2019	Avg FY20 thru May	
Waste Pro Pick up	\$ 11.39	11.74	
Volusia Cty Landfill	3.21	3.43	
Waste Pro Recycle	0.68	0.80	
City Admin	1.59	1.56	
Average Monthly Cost	16.87	17.53	
Average Annual Cost	\$ 202.45	210.36	



**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Street Lighting Districts Non-Ad Valorem Assessments Resolution No. 2020-12	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> July 22, 2020	

**REQUEST**

City Manager is requesting the City Council to adopt Resolution No. 2020-12 to set the Street Lighting Districts Non- Ad Valorem Assessments for fiscal year 2020/2021.

**PURPOSE**

This agenda item is needed at this time to meet the timing of TRIM requirements to publish the non-ad valorem assessments on the TRIM notice.

**CONSIDERATIONS**

Street lighting districts are created as Special Service Districts since the improvement solely benefits the properties within the District. The City currently has 35 street lighting districts. Staff reviews the previous fiscal year's revenues and expenses and recommends assessment levels. In order to cover costs, 19 of the 35 districts will have an annual rate increase between \$5 to \$15. Exhibit A lists each street lighting district and the recommended annual non ad valorem assessments for fiscal year 2020/2021.

**COST/FUNDING**

N/A

**RECOMMENDATION**

It is recommended that the City Council approve Resolution No 2020-12.

**ATTACHMENTS**

Resolution No 2020-12  
Exhibit A

**RESOLUTION NO. 2020-12**

**A RESOLUTION OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA; ADOPTING A SPECIAL SERVICE DISTRICT, SERVICE CHARGE ASSESSMENT ROLL FOR STREET LIGHTING DISTRICTS FOR FISCAL YEAR 2020 - 2021, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of DeBary, upon receiving a petition of fifty-one percent (51%) or more of the owners of lands within an area, may establish a Special Service District for the purpose of providing street lights in the said area; and

**WHEREAS**, it has been determined that the provision of street lights within the said areas will be a public benefit accruing solely to the lands described in said areas and such benefit is not one which will accrue to owners of property outside of the Special Service Districts established; and

**WHEREAS**, the City of DeBary must certify to the Volusia County Property Appraiser by September 15th of each year, the assessment amount to be levied and the assessment roll for each Special Service District for Fiscal Year 2020 - 2021.

**IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1.** The Mayor and City Council of DeBary adopts the Special Service District Service Charge Assessment Roll for Street Lights hereto attached to and made a part of this resolution as Exhibit A.

**SECTION 2.** The unit of measurement to be applied shall be one unit for each buildable platted lot for each Special Service District,

**SECTION 3.** The amount of the assessment shall be as per the attached Exhibit "A" for each Special Service District. The total amount of units to be assessed is as per the attached Exhibit "A". The total revenue at a 100% collection rate for the assessment shall be as per the attached Exhibit A.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

**AOPOTED** this 22nd day of July 2020.

**ATTEST:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

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Annette Hatch, City Clerk

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Karen Chasez, Mayor

**Exhibit A**

<b>DEBARY STREET LIGHTING DISTRICTS</b>							
#	TAXING DIST.	DISTRICT NAME	2020 TAXROLL DATA				
			# OF PARCELS	# OF UNITS	TYPE	RATE	TOTAL
1	1930	LAKE MARIE	409	468	LOT	29.00	13,572.00
2	1950	LEISURE WORLD	253	253	LOT	70.00	17,710.00
3	2011	DEBARY WEST	739	766	UNIT	27.00	20,682.00
4	2050	DEBARY EAST	380	395	UNIT	30.00	11,850.00
5	2060	SUMMERHAVEN	258	266	LOT	43.00	11,438.00
6	2080	WOODBOUND LAKES	127	127	UNIT	42.00	5,334.00
7	2120	PINNACLE PLAZA	5	5	UNIT	300.00	1,500.00
8	2140	DEBARY PLANTATION	1,114	1,114	UNIT	155.00	172,670.00
9	2150	EAGLES NEST/GLEN ABBEY	16	16	LOT	65.00	1,040.00
10	2170	DEBARY PLANTATION WEST	117	118	LOT	45.00	5,310.00
11	2200	GLEN ABBEY	452	452	LOT	65.00	29,380.00
12	2260	DEBARY WOODS	95	95	UNIT	44.00	4,180.00
13	2400	HERITAGE WOODS	39	39	UNIT	43.00	1,677.00
14	2450	SURREY RUN	51	51	UNIT	41.00	2,091.00
15	2460	RESERVE AT DEBARY	88	88	UNIT	60.00	5,280.00
16	2480	PARKVIEW	81	81	UNIT	75.00	6,075.00
17	2580	RIVER BLUFF	40	44	LOT	62.00	2,728.00
18	2750	PARKVIEW HEIGHTS	53	53	LOT	81.00	4,293.00
19	2760	RESERVE AT DEBARY UNITS 3 & 4	97	97	LOT	55.00	5,335.00
20	2780	SAXON WOODS	314	314	LOT	81.00	25,434.00
21	2790	DEBARY PLANTATION UT 17A	146	146	LOT	137.00	20,002.00
22	2900	SPRING GLEN	114	114	LOT	72.00	8,208.00
23	2940	WOODLANDS AT GLEN ABBEY	49	49	LOT	60.00	2,940.00
24	2950	SPRINGVIEW	277	277	LOT	55.00	15,235.00
25	3030	BUENA VISTA	38	44	LOT	53.00	2,332.00
26	3040	GLEN ABBEY CLUB	35	35	LOT	95.00	3,325.00
27	3080	SPRINGVIEW INDUSTRIAL PARK	36	24	LOT	80.00	1,920.00
28	3330	RIVIERA BELLA UNIT 1A 2A 2B	207	207	LOT	180.00	37,260.00
29	3420	RIVIERA BELLA UNIT 3	38	38	LOT	167.00	6,346.00
30	3430	RIVIERA BELLA UNIT 4	47	47	LOT	182.00	8,554.00
31	3460	RIVIERA BELLA UNIT 5	52	52	LOT	165.00	8,580.00
32	3470	RIVIERA BELLA UNIT 6	35	35	LOT	258.00	9,030.00
33	3480	RIVIERA BELLA UTS 7 & 8A	80	80	LOT	170.00	13,600.00
34	3490	SPRINGVIEW WOODS PH 1	49	49	LOT	188.00	9,212.00
35	3510	RIVIERA BELLA UNIT 8B	46	46	LOT	150.00	6,900.00
<b>TOTALS</b>			<b>5,977</b>	<b>6,085</b>			<b>501,023.00</b>



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Orlandia Heights Neighborhood Improvement District Non-Ad Valorem Assessment Resolution No. 2020-13	<b>Attachments:</b> <input type="checkbox"/> Ordinance
<b>From:</b> Carmen Rosamonda, City Manager	<input checked="" type="checkbox"/> Resolution
<b>Meeting Hearing Date</b> July 22, 2020	<input type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

### **REQUEST**

City Manager is requesting the City Council to adopt Resolution No. 2020-13 to set the Orlandia Heights Neighborhood Improvement District Non- Ad Valorem Assessment for fiscal year 2020/2021 at \$300.00 per parcel.

### **PURPOSE**

This agenda item is needed at this time to meet the timing of TRIM requirements to publish the non-ad valorem assessments on the TRIM notice.

### **CONSIDERATIONS**

The Board of Directors of the Orlandia Heights Neighborhood Improvement District held a public meeting on January 23, 2020 and voted to increase the per parcel rate from \$250 to \$300. The additional funds are needed to maintain the roadways in Orlandia Heights.

### **COST/FUNDING**

N/A

### **RECOMMENDATION**

It is recommended that the City Council approve Resolution No 2020-13.

### **ATTACHMENTS**

Resolution 2020-13  
Exhibit A

**RESOLUTION NO. 2020-13**

**A RESOLUTION OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA; ADOPTING A NON-AD VALOREM ASSESSMENT ROLL FOR THE ORLANDIA HEIGHTS SPECIAL NEIGHBORHOOD IMPROVEMENT DISTRICT; SPECIFYING THE UNIT OF MEASUREMENT FOR THE ASSESSMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Orlandia Heights referendum election was held on Thursday, February 4, 1999, concerning approval of the creation of a special neighborhood improvement district which was conducted by mail ballot of the registered electors residing within the Orlandia Heights Unrecorded Subdivision Area, to determine whether said area should be specially assessed for roadway repairs and improvements; and

**WHEREAS**, the results of said election was that the electors of Orlandia Heights approved the creation of the "Orlandia Heights Special Neighborhood Improvement District" and said election was duly certified by the Mayor and City Council of DeBary by Resolution No. 99-03; and

**WHEREAS**, by Resolution No. 99-06 a Board of Directors was appointed for the district who are residents of the district and are subject to the non-ad valorem taxation; and

**WHEREAS**, prior to the public hearing for Resolution No. 99-08, the notice of intent to use the uniform method for the levy, collection and enforcement of non-ad valorem assessments was advertised for four (4) consecutive weeks. Thereafter, the City of DeBary adopted Resolution No. 99-08 to declare its intent to use the uniform method for the levy, collection and enforcement of non- ad valorem assessments pursuant to Florida Statute 197.3632. Said Resolution was subsequently recorded in the public records of Volusia County at Book 4423, Page 3772 through 3847; and

**WHEREAS**, the Orlandia Heights referendum election was held on April 5, 2018, concerning the recreation of the special neighborhood improvement district; and

**WHEREAS**, the results of said election were that the electors of Orlandia Heights approved another ten years beginning October 1, 2019; and

**WHEREAS**, the Orlandia Heights Board of Directors met in public session on January 23, 2020 to consider assessment levels for Fiscal Year 2020 - 2021; and



**WHEREAS**, the Orlandia Heights Board of Directors voted unanimously to recommend the assessment of three hundred dollars (\$300.00) per parcel for Fiscal Year 2020 - 2021; and

**WHEREAS**, pursuant to Ordinance No. 12-98, Section 10 the District shall submit a tentative annual budget to the City Council for approval, disapproval or modification of the budget, or the assessment level.

**IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1.** The Mayor and City Council of DeBary does hereby adopt the Non-Ad Valorem Assessment for the Orlandia Heights Special Neighborhood Improvement District, hereto attached and made a part of this resolution as Exhibit A

**SECTION 2.** The unit of measurement to be applied against each parcel shall be one unit per parcel number. Therefore, each parcel number contains one unit of assessment.

**SECTION 3.** The amount of the assessment shall be \$300.00 per parcel number. The district contains 395 parcels subject to the assessment. The total revenue at a 100% collection rate for the district shall be \$118,500.00.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

**AOPOTED** this 22nd day of July 2020.

**ATTEST:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

\_\_\_\_\_  
Annette Hatch, City Clerk

\_\_\_\_\_  
Karen Chasez, Mayor

# **Exhibit A**

**Available for review at City Hall**



**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> FT Florida Rd Area Special Assessment District Non-Ad Valorem Assessment Resolution No. 2020-14	<b>Attachments:</b> <input type="checkbox"/> Ordinance
<b>From:</b> Carmen Rosamonda, City Manager	<input checked="" type="checkbox"/> Resolution
<b>Meeting Hearing Date</b> July 22, 2020	<input type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

**REQUEST**

City Manager is requesting the City Council to adopt Resolution No. 2020-14 to set the FT Florida Rd Area Special Assessment District Non-Ad Valorem Assessment for fiscal year 2020/2021 at \$1,121.53 per parcel.

**PURPOSE**

This agenda item is needed at this time to meet the timing of TRIM requirements to publish the non-ad valorem assessments on the TRIM notice.

**CONSIDERATIONS**

The FT Florida Rd Area Special Assessment is \$1,121.53 per parcel which is the same as last year. Fiscal year 2020/2021 is year 6 of a 7-year assessment.

**COST/FUNDING**

N/A

**RECOMMENDATION**

It is recommended that the City Council approve Resolution No. 2020-14.

**ATTACHMENTS**

Resolution No 2020-14  
Exhibit A

**RESOLUTION NO. 2020-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA, REGARDING THAT CERTAIN NON-AD VALOREM SPECIAL ASSESSMENT ADOPTED VIA RESOLUTION 15-13 TO PERMIT, DESIGN, CONSTRUCT, AND INSTALL A WATER MAIN EXTENSION FOR POTABLE WATER SERVICES AND FIRE FLOW PROTECTION, AND APPROPRIATE APPURTENANCES THERETO, ALONG, UNDER, OVER, AND THROUGH PORTIONS OF FORT FLORIDA ROAD, RIVER DRIVE, FIFTEENTH STREET, AND FORT FLORIDA POINT ROAD; APPROVING AN ASSESSMENT ROLL; PROVIDING FOR CERTIFICATION TO THE VOLUSIA COUNTY TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 29, 2015, the City of DeBary (the "City") adopted Resolution 15-13 imposing upon certain benefitted parcels a non-ad valorem special assessment, in accordance with Section 197.3632, Florida Statutes, to fund the permitting, design, construction, and installation of a water main extension and all appropriate appurtenances thereto for potable water services and fire flow protection along, under, over, and through portions of Fort Florida Road, River Drive, Fifteenth Street, and Fort Florida Point Road (the "Special Assessment"); and

**WHEREAS**, the amount of the Special Assessment on each affected parcel is \$7,850.71, payable in annual installments of \$1,121.53 over a period of seven years from the adoption of Resolution 15-13; and

**WHEREAS**, this Resolution shall not change any term of the Special Assessment or Resolution 15-13, and is adopted in accordance with Section 197.3632(5), Florida Statutes, which provides in relevant part: "By September 15 of each year . . . the chair of the local governing board or his or her designee shall certify a non-ad valorem assessment roll on compatible electronic medium to the tax collector. The local government shall post the non-ad-valorem assessment for each parcel on the roll."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA:**

**Section 1. Adoption of Representations.** The foregoing "Whereas" clauses are true and correct and are incorporated as material provisions of this Resolution.

**Section 2. Approval of Assessment Roll.** The City hereby approves the Assessment Roll attached hereto as Exhibit A.

**Section 3. Certification to Tax Collector.** By executing this Resolution on behalf of the City, Mayor Karen Chasez, as Chairperson of the City Council and in accordance with Section 197.3632(2)(5), Florida Statutes, designates the City Manager, or the City Manager's designee, as Mayor Chasez's designee for the purpose of certifying the Assessment Roll to the Volusia County Tax Collector. The City Council directs the City Manager or the City Manager's designee to certify the Assessment Roll on compatible electronic medium to the Volusia County Tax Collector by September 15, 2020, having posted the non-ad valorem assessment for each of the benefitted parcels thereon and having ensured that the Assessment Roll is free from errors and omissions.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption,

**APOPTED** this 22nd day of July 2020.

**ATTEST:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

\_\_\_\_\_  
Annette Hatch, City Clerk

\_\_\_\_\_  
Karen Chasez, Mayor

**City of DeBary - 2020 Tax Roll - Ft. Florida Rd Special Assessment District**

AltKey	ParcelID	PROJ NO	#UNITS	RATE	AMOUNT
2416971	803103380010	3390	1.00	1,121.53	\$1,121.53
2416980	803103380020	3390	1.00	1,121.53	\$1,121.53
2416998	803103380030	3390	1.00	1,121.53	\$1,121.53
2417005	803103380040	3390	1.00	1,121.53	\$1,121.53
2417021	803103380060	3390	1.00	1,121.53	\$1,121.53
2417030	803103380070	3390	1.00	1,121.53	\$1,121.53
2417081	803103380120	3390	1.00	1,121.53	\$1,121.53
2417129	803103380160	3390	1.00	1,121.53	\$1,121.53
2417315	803103390010	3390	1.00	1,121.53	\$1,121.53
2417323	803103390020	3390	1.00	1,121.53	\$1,121.53
2417340	803103390040	3390	1.00	1,121.53	\$1,121.53
2417439	803103400030	3390	1.00	1,121.53	\$1,121.53
2417480	803103400080	3390	1.00	1,121.53	\$1,121.53
2417609	803103400200	3390	1.00	1,121.53	\$1,121.53
2417633	803103410010	3390	1.00	1,121.53	\$1,121.53
2417641	803103410020	3390	1.00	1,121.53	\$1,121.53
2417650	803103410030	3390	1.00	1,121.53	\$1,121.53
2417668	803103410040	3390	1.00	1,121.53	\$1,121.53
2417706		3390	1.00	1,121.53	\$1,121.53
2417714	803103410090	3390	1.00	1,121.53	\$1,121.53
2417722	803103410100	3390	1.00	1,121.53	\$1,121.53
2417731	803103410110	3390	1.00	1,121.53	\$1,121.53
2417790	803103420060	3390	1.00	1,121.53	\$1,121.53
2417803	803103420070	3390	1.00	1,121.53	\$1,121.53
2465565	900600000040	3390	1.00	1,121.53	\$1,121.53
2465638	900600000047	3390	1.00	1,121.53	\$1,121.53
2417013	803103380050	3390	1.00	1,121.53	\$1,121.53
2417056	803103380090	3390	1.00	1,121.53	\$1,121.53
2417064	803103380100	3390	1.00	1,121.53	\$1,121.53
2417099	803103380130	3390	1.00	1,121.53	\$1,121.53
2417102	803103380140	3390	1.00	1,121.53	\$1,121.53
2417137	803103380170	3390	1.00	1,121.53	\$1,121.53
2417145	803103380180	3390	1.00	1,121.53	\$1,121.53
2417161	803103380200	3390	1.00	1,121.53	\$1,121.53
2417331	803103390030	3390	1.00	1,121.53	\$1,121.53
2417358	803103390050	3390	1.00	1,121.53	\$1,121.53
2417374	803103390070	3390	1.00	1,121.53	\$1,121.53
2417412	803103400010	3390	1.00	1,121.53	\$1,121.53
2417421	803103400020	3390	1.00	1,121.53	\$1,121.53
2417447	803103400040	3390	1.00	1,121.53	\$1,121.53
2417455	803103400050	3390	1.00	1,121.53	\$1,121.53
2417463	803103400060	3390	1.00	1,121.53	\$1,121.53
2417471	803103400070	3390	1.00	1,121.53	\$1,121.53
2417498	803103400090	3390	1.00	1,121.53	\$1,121.53
2417501	803103400100	3390	1.00	1,121.53	\$1,121.53
2417510	803103400110	3390	1.00	1,121.53	\$1,121.53
2417528	803103400120	3390	1.00	1,121.53	\$1,121.53
2417536	803103400130	3390	1.00	1,121.53	\$1,121.53
2417552	803103400150	3390	1.00	1,121.53	\$1,121.53
2417579	803103400170	3390	1.00	1,121.53	\$1,121.53
2417587	803103400180	3390	1.00	1,121.53	\$1,121.53
2417595	803103400190	3390	1.00	1,121.53	\$1,121.53
2417617	803103400210	3390	1.00	1,121.53	\$1,121.53
2417625	803103400220	3390	1.00	1,121.53	\$1,121.53
2417692	803103410070	3390	1.00	1,121.53	\$1,121.53
2417757	803103420020	3390	1.00	1,121.53	\$1,121.53
2417765	803103420030	3390	2.00	1,121.53	\$2,243.06
2417781		3390	1.00	1,121.53	\$1,121.53
2417811	803103420080	3390	1.00	1,121.53	\$1,121.53
2465573	900600000041	3390	1.00	1,121.53	\$1,121.53
2465581	900600000042	3390	1.00	1,121.53	\$1,121.53
2465590	900600000043	3390	1.00	1,121.53	\$1,121.53
2465603	900600000044	3390	1.00	1,121.53	\$1,121.53
2465620	900600000046	3390	1.00	1,121.53	\$1,121.53
2465646	900600000048	3390	1.00	1,121.53	\$1,121.53
2465654	900600000049	3390	1.00	1,121.53	\$1,121.53
6085447	900600000022	3390	1.00	1,121.53	\$1,121.53
6856451	900600000023	3390	1.00	1,121.53	\$1,121.53
<b>68</b>			<b>69.00</b>	<b>1,121.53</b>	<b>\$77,385.57</b>