



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
February 4, 2025
7:00 PM

Mayor Jason Leslie

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Kristin Deaton

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

COMMISSION CHAMBERS
22 South Beach Street, Ormond Beach, FL 32174
Phone: 386-677-0311 Web: www.ormondbeach.org

-
- 1. CALL TO ORDER**
 - 2. INVOCATION**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. The American Revolution Experience
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - January 21, 2025
 - 7. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2025-45:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

8. **CONSENT AGENDA**

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. **RESOLUTION NO. 2025-45:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

- B. **RESOLUTION NO. 2025-46:** A RESOLUTION APPOINTING MEMBERS OF THE GOODWILL AMBASSADOR PROGRAM; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340

- C. **RESOLUTION NO. 2025-47:** A RESOLUTION APPOINTING ALTERNATE MEMBERS OF THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340

- D. **RESOLUTION NO. 2025-48:** A RESOLUTION APPOINTING ALTERNATE MEMBERS OF THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340

- E. **RESOLUTION NO. 2025-49:** A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX URBAN MINISTRIES, INC., REGARDING HOMELESSNESS PREVENTION SERVICES PROVIDED AT HOPE PLACE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Loretta Moisio, Grants Coordinator, (386) 676-3315

- F. **RESOLUTION NO. 2025-50:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE CATERPILLAR MINI HYDRAULIC EXCAVATOR, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-EQU21.0; DECLARING VEHICLE #276 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325

- G. **RESOLUTION NO. 2025-51:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF EQUIPMENT AND INSTALLATION SERVICE FROM MOTOROLA SOLUTIONS, INC. REGARDING FIRE STATION ALERTING SYSTEM UPGRADES; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Nathan Quartier, Deputy Fire Chief, (386) 676-3270*

- H. **RESOLUTION NO. 2025-52:** A RESOLUTION ACCEPTING A BID FROM FLORIDA PPE SERVICES, LLC FOR FIRE DEPARTMENT GEAR WASHERS AND DRYERS, UNDER BID NO. 2025-16; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Nathan Quartier, Deputy Fire Chief, (386) 676-3270*

- I. **Construction & Demolition Franchise Renewal, Waste Management Inc. of Florida**

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

Disposition: Approve as recommended in the City Manager staff report dated February 4, 2025.

- J. **Intent to Bid - Concrete Delivery Services**

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

Disposition: Approve as recommended in the City Manager staff report dated February 4, 2025.

- K. **Intent to Bid - Water Reclamation Facility Temporary Staffing**

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

Disposition: Approve as recommended in the City Manager staff report dated February 4, 2025.

- L. **RFP - Technical Services for Tyler Enterprise Permitting and Licensing (EPL) Energov**

Staff Contact: *Steven Spraker, Planning Director, (386) 676-3341*

Disposition: Approve as recommended in the City Manager staff report dated February 4, 2025.

9. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 2025-08:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-19, APPEALS; AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-35, PRD, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT, SUBSECTION (H) RECREATIONAL FACILITIES; AMENDING CHAPTER 2, DISTRICT AND

GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-03, TREE REMOVAL PROCESS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-04, TREE PROTECTION AND REPLACEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-05, LANDSCAPE AND IRRIGATION PLAN REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-06, BUFFER AREA REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-07, RESERVED, TO CREATE SECTION 3-07, EXISTING DEVELOPMENTS LANDSCAPING; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-08, MAINTENANCE OF PLANTINGS AND IRRIGATION SYSTEMS/ENFORCEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-09, LAND CLEARING, AND CREATING SECTION 3-09, TREE ABUSE; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-10, GRADING AND FILLING, AND CREATING SECTION 3-10, LAND ALTERATION PERMITS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-11, MINING AND EXCAVATION; AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-02, SITE PLAN APPROVAL REQUIRED; THRESHOLDS, AND AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-07, RESTRICTION ON RELEASE OF PERMITS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE LANDSCAPING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or

persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.

**MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS**

January 21, 2025	7:00 p.m.	Commission Chambers
-------------------------	------------------	----------------------------

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, Kristin Deaton and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Shawn Finley, Assistant City Manager Claire Whitley, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. H0me for the H0lidays Parade Award Winners
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - January 7, 2025
- 7. CONSENT AGENDA**

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

 - A. **RESOLUTION NO. 2025-29:** A RESOLUTION ACCEPTING THE PROPOSAL OF JL2 ARCHITECTURE, LLC REGARDING A SPACE NEEDS ANALYSIS (PHASE I) FOR A JOINT EMERGENCY OPERATIONS CENTER AND PUBLIC SAFETY COMPLEX; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Shawn Finley, Assistant City Manager, (386) 676-3292
 - B. **RESOLUTION NO. 2025-33:** A RESOLUTION URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2025 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
 - C. **RESOLUTION NO. 2025-34:** A RESOLUTION ACCEPTING A PROPOSAL FROM GHYABI CONSULTING AND MANAGEMENT, LLC TO PROVIDE TRANSPORTATION AND PROJECT DEVELOPMENT CONSULTING SERVICES; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Shawn Finley, Assistant City Manager, (386) 676-3292
 - D. **RESOLUTION NO. 2025-35:** A RESOLUTION ACCEPTING THE PROPOSAL OF MIDFLORIDA DIRECTIONAL DRILLING, LLC REGARDING DIRECTIONAL DRILLING SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- E. **RESOLUTION NO. 2025-36:** A RESOLUTION ACCEPTING A BID FROM J COURTS, INC. FOR CONSTRUCTION SERVICES REGARDING THE ORMOND TENNIS CENTER CLAY COURT RESURFACING PROJECT, UNDER BID NO. 2025-18; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Alex Schumann, City Engineer, (386) 676-3302*

- F. **RESOLUTION NO. 2025-37:** A RESOLUTION ACCEPTING A BID FROM PAUL CULVER CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE OSCEOLA ELEMENTARY PAVILION REPLACEMENT PROJECT, UNDER BID NO. 2025-21; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Alex Schumann, City Engineer, (386) 676-3302*

- G. **RESOLUTION NO. 2025-38:** A RESOLUTION ACCEPTING A BID FROM TEN-8 FIRE AND SAFETY, LLC FOR DUAL COMPLIANCE GEAR, UNDER BID NO. 2025-14; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Nathan Quartier, Deputy Fire Chief, (386) 676-3270*

- H. **RESOLUTION NO. 2025-39:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FORD F150 PICK-UP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 24-VEL32.0; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

- I. **RESOLUTION NO. 2025-41:** A RESOLUTION ACCEPTING A BID FROM ALL STATE CIVIL CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE REPLACEMENT OF SANITARY SEWER PEP TANKS, UNDER BID NO. 2025-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- J. **RESOLUTION NO. 2025-42:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM NAF WATER FILTRATION, LLC D/B/A NEFCO FOR CLARIFIER COVERS AT THE CITY'S WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- K. **RESOLUTION NO. 2025-43:** A RESOLUTION RATIFYING AND AFFIRMING EMERGENCY PROCUREMENTS AS A RESULT OF HURRICANE MILTON; AUTHORIZING THE EXECUTION OF DOCUMENTS NECESSARY AND INCIDENTAL TO THE PROCUREMENTS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Alex Schumann, City Engineer, (386) 676-*

- L. **Riverside Drive Closures Fiscal Year 2024-2025 Revised**
Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279
Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.
- M. **Intent to Bid - Emergency Stationary Bypass Pump Installation**
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.
- N. **Intent to Bid - Water Reclamation Facility Biosolids Treatment and Disposal Services**
Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305
Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.
- O. **Intent to Bid - Ormond Shores Park Stormwater Repair**
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.
- P. **Bid Rejection - Granada Blvd Streetscape Sidewalk Banding Repair**
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.
- Q. **Summary of Administrative Variances Granted, Fiscal Year 2023-24**
Staff Contact: Steven Spraker, Planning Director, (386) 676-3341
Disposition: Approve as recommended in the City Manager staff report dated January 21, 2025.
- R. **City Manager's Monthly Report, January 2025**
Staff Contact: Joyce Shanahan, City Manager, (386) 676-3200
Disposition: Accept as information as recommended in the City Manager staff report dated January 21, 2025.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2025-03:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-17, HISTORIC LANDMARK PRESERVATION BOARD, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**
Staff Contact: Steven Spraker, Planning Director, (386) 676-3341
- B. **ORDINANCE NO. 2025-04:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE

II, DISTRICT REGULATIONS, SECTION 2-39, RESERVED, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO PROVIDE REGULATORY GUIDANCE IN ACCORDANCE WITH THE LIVE LOCAL ACT AS PROVIDED IN FLORIDA STATUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

- C. **ORDINANCE NO. 2025-08:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-19, APPEALS; AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-35, PRD, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT, SUBSECTION (H) RECREATIONAL FACILITIES; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-03, TREE REMOVAL PROCESS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-04, TREE PROTECTION AND REPLACEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-05, LANDSCAPE AND IRRIGATION PLAN REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-06, BUFFER AREA REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-07, RESERVED, TO CREATE SECTION 3-07, EXISTING DEVELOPMENTS LANDSCAPING; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-08, MAINTENANCE OF PLANTINGS AND IRRIGATION SYSTEMS/ENFORCEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-09, LAND CLEARING, AND CREATING SECTION 3-09, TREE ABUSE; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-10, GRADING AND FILLING, AND CREATING SECTION 3-10, LAND ALTERATION PERMITS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-11, MINING AND EXCAVATION; AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-02, SITE PLAN APPROVAL REQUIRED; THRESHOLDS, AND AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-07, RESTRICTION ON RELEASE OF PERMITS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE LANDSCAPING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

- D. **ORDINANCE NO. 2025-09:** AN ORDINANCE APPROVING AND

AUTHORIZING A FIFTH AMENDMENT TO THE AMENDED FINAL ORDER FOR THE “HUNTER’S RIDGE” DEVELOPMENT OF REGIONAL IMPACT TO REMOVE TWO PARCELS OF REAL PROPERTY TOTALING 30.46+ ACRES (VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 4127-00-00-0011 AND 4127-00-00-0015), INCLUDING THE REMOVAL AND TERMINATION OF DEVELOPMENT ENTITLEMENTS PERTAINING TO THE SAID PARCELS, INCLUDING THE RIGHT TO EXTEND HUNTER’S RIDGE BOULEVARD WITHIN THE SAID PARCELS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

- E. **ORDINANCE NO. 2025-10:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE FOUR PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 50.14 ACRES, LOCATED NORTH OF WEST GRANADA BOULEVARD AND EAST OF SHADOW CROSSINGS BOULEVARD (VOLUSIA COUNTY PARCEL NUMBERS: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-00019, AND 4127-00-00-0023) FROM SR, SUBURBAN RESIDENTIAL, TO PRD, PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

- F. **ORDINANCE NO. 2025-11:** AN ORDINANCE APPROVING AND AUTHORIZING A DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT TO BE KNOWN AS THE “LITTLE TOMOKA VILLAGE” SUBDIVISION; PROVIDING FOR THE SUBDIVISION OF 31 RESIDENTIAL LOTS, A LOT FOR A HOUSE OF WORSHIP, AND AN AMENITIES BUILDING, ON APPROXIMATELY 50.14 ACRES LOCATED NORTH OF WEST GRANADA BOULEVARD AND EAST OF SHADOW CROSSINGS BOULEVARD (VOLUSIA COUNTY PARCEL NUMBERS: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-00019, AND 4127-00-00-0023); ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

- G. **RESOLUTION NO. 2025-44:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING “SUNBROS COFFEE” PROPOSED TO BE LOCATED AT 14 SOUTH YONGE STREET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

9. **SECOND READING OF ORDINANCES**

- A. **ORDINANCE NO. 2025-05:** AN ORDINANCE AMENDING

Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340

- Staff Contact:** Susan Dauderis, City Clerk, (386) 676-3340

- Staff Contact:** Susan Dauderis, City Clerk, (386) 676-3340

Mayor Nancy Miller, City of Daytona Beach Shores, congratulated and welcomed the City Commission on behalf of the Florida League of Mayors and the Volusia League of Cities. She discussed a Florida League of Mayors event and reviewed her priorities.

Ms. Debbie Kruck-Forrester, 15 Brookwood Drive, thanked the community for their support of the Ormond Strong veteran events and programs. She thanked law enforcement and firefighters for their work.

Ms. Patricia Franzem, 31 Gentle Ben Path, requested the Commission schedule a workshop to discuss the Riverbend Golf Course property and expressed concerns regarding the property. She proposed a few ideas on how to improve the property.

Ms. Denise Crisci, 2001 Ocean Boulevard, Unincorporated Volusia County, 32176, expressed support of the Ormond Beach Tennis Center. She requested the Commission continue providing support to the operators of the Tennis Center.

Ms. Suzanne Scheiber, 548 Shady Oaks Boulevard, stated she was there on behalf of Dream Green Volusia and discussed Volusia County Council meetings. She requested the city send a letter of support on Volusia County Council Member Troy Kent's proposals regarding flooding in the area.

Ms. Jennifer Bright, 221 Arlington Way, discussed links on the city's website and requested the city add an expenditure section to the staff report section of agenda items. She expressed concerns regarding the style of the minutes prepared for City Commission meetings, information requested on the January 7, 2025 agenda items, and Commission Chamber audio.

Ms. Trishna Patel, 52 Choctaw Trail, stated she was the operator of the Ormond Beach Tennis Center and thanked the Commission for their support. She reviewed some statistics of the Tennis Center and programs offered. She offered assistance regarding a grant deadline she would like the city to apply for related to the Tennis Center.

Ms. Becky Parker, 211 John Anderson Drive, Executive Director of Ormond Beach MainStreet, commended the Planning Department and all staff who were involved in the 2045 Comprehensive Plan update. She discussed upcoming Ormond Beach MainStreet events and invited everyone to join.

Barb Moor, 11 Oakmont Circle, expressed concerns regarding Item 7F, the Osceola Elementary School pavilion replacement project, and inquired why Volusia County Schools was not responsible for the replacement. She requested the City Commission agenda be published a week before the meetings.

Item #6 – Approval of Minutes

Mayor Leslie advised the minutes from the January 7, 2025, City Commission meeting were sent to the Commission for review and posted on the city's website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the January 7, 2025, City Commission meeting minutes.

Motion passed by voice vote.

Item #7 – Consent Agenda

Mayor Leslie advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Ms. Joyce Shanahan, City Manager, requested Item 7F be pulled from the agenda.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of the Consent Agenda, absent Item 7F.

Ms. Shanahan stated the city was in partnership with Volusia County Schools for some playground areas, noting the pavilion was damaged during Hurricane Milton. She

indicated there was further information still coming in from Volusia County Schools and wanted to wait for any further information before proceeding with the item.

Commissioner Briley moved, seconded by Commissioner Deaton, to table Item 7F, Resolution 2025-37.

Mayor Leslie asked the City Clerk to call the vote on the Consent Agenda.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
Carried.	Mayor Leslie	Yes

Comments on the Consent Agenda

Commissioner Tolland expressed support of Items 7B regarding the 2025 Florida League of Cities Legislative Platform, 7E regarding Bid Award - Ormond Tennis Center Clay Court Resurfacing Hurricane Milton, and 7P regarding Bid Rejection - Granada Blvd Streetscape Sidewalk Banding Repair.

Ms. Connie Colby, 108 Roble Lane, expressed concerns regarding Item 7A which approved the Emergency Operations Center (EOC) & Public Safety Complex Space Needs Analysis. She provided input regarding the EOC and current Police Station, and discussed the proposed vendor.

Commissioner Sargent expressed support of Items 7A, 7C regarding Ormond Beach Transportation Consulting Services Contract, and 7E. He discussed the city’s website and upcoming upgrades. He expressed concerns regarding potential Sunshine violations and blind copied emails from residents.

Item #8 – Public Hearings

Mayor Leslie opened the Public Hearings.

Item #8A – Land Development Code Amendment, Ormond Beach Historical Society

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-03
AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-17, HISTORIC LANDMARK PRESERVATION BOARD, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-03, on second reading, as read by title only.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Leslie	Yes

Item #8B – Land Development Code Amendment, Live Local Act

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-04
AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, RESERVED, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO PROVIDE REGULATORY GUIDANCE IN ACCORDANCE WITH THE LIVE LOCAL ACT AS PROVIDED IN FLORIDA STATUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF;

PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-04, on second reading, as read by title only.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Leslie	Yes

Item #8C – Landscaping Update, Land Development Code Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-08

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-19, APPEALS; AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-35, PRD, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT, SUBSECTION (H) RECREATIONAL FACILITIES; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-03, TREE REMOVAL PROCESS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-04, TREE PROTECTION AND REPLACEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-05, LANDSCAPE AND IRRIGATION PLAN REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-06, BUFFER AREA REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-07, RESERVED, TO CREATE SECTION 3-07, EXISTING DEVELOPMENTS LANDSCAPING; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-08, MAINTENANCE OF PLANTINGS AND IRRIGATION SYSTEMS/ENFORCEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-09, LAND CLEARING, AND CREATING SECTION 3-09, TREE ABUSE; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-10, GRADING AND FILLING, AND CREATING SECTION 3-10, LAND ALTERATION PERMITS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-11, MINING AND EXCAVATION; AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-02, SITE PLAN APPROVAL REQUIRED; THRESHOLDS, AND AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-07, RESTRICTION ON RELEASE OF PERMITS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE LANDSCAPING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the item was at the request of the City Commission to update the landscape standard within the city. He reviewed the history of the item including public input meetings and public meetings. He indicated there were proposed amendments to 15 sections within the Land Development Code (LDC), and reviewed the major changes.

Ms. Melissa Lammers, 10 Wisteria Drive, Conservation Chair for the Halifax River Audubon, expressed support of the native plant aspect of the updates, and thanked the Commission and staff for their work on the item.

Ms. Scheiber discussed the history of the needs for more native plants within the city and expressed support of the item.

Commissioner Briley inquired about dangerous trees near homes.

Mr. Spraker stated there was a state statute that allows for dangerous tree removal with a letter from an arborist, noting if the homeowner opted to mitigate, there were trees required to be planted on the lot.

Commissioner Briley expressed support of trees but did not want any roadblocks for residents who had dangerous trees.

Ms. Cara Culliver, City Landscape Architect, stated if there was a tree threatening house safety, there was a mechanism within the city’s code which allows for immediate removal of the tree.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-08, on first reading, as read by title only.

Commissioner Tolland discussed the history of the item and thanked the Commission and staff for their support and work on the item. She thanked members of the community for their knowledge and support of the item.

Commissioner Sargent encouraged education of the proper protocol for dangerous trees and expressed support of the item. He thanked everyone involved with the item.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
Carried.	Mayor Leslie	Yes

Item #8D – Little Tomoka Village, Fifth Amendment to Hunter's Ridge Development of Regional Impact

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-09
AN ORDINANCE APPROVING AND AUTHORIZING A FIFTH AMENDMENT TO THE AMENDED FINAL ORDER FOR THE “HUNTER’S RIDGE” DEVELOPMENT OF REGIONAL IMPACT TO REMOVE TWO PARCELS OF REAL PROPERTY TOTALING 30.46+ ACRES (VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 4127-00-00-0011 AND 4127-00-00-0015), INCLUDING THE REMOVAL AND TERMINATION OF DEVELOPMENT ENTITLEMENTS PERTAINING TO THE SAID PARCELS, INCLUDING THE RIGHT TO EXTEND HUNTER’S RIDGE BOULEVARD WITHIN THE SAID PARCELS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker stated the item was related to Items 8E and 8F, noting he would cover all three but they must be voted on separately. He explained the items were approving the fifth amendment to the Hunter’s Ridge Development of Regional Impact (DRI), a zoning map amendment, and issuance of a development order. He reviewed the location of the property, the parcels within the project, and surrounding easements and retention ponds. He reviewed the current property rights and the proposed development. He discussed the need for the rezoning from Suburban Residential to Planned Residential Development. He reviewed the history of the item and what would take place in the future if approved, noting the specific details of the project would not be available until a later date, and would be brought back before the Commission. He reviewed the landscape requirements met, stormwater standards, and exceeded the environmental impacts. He discussed the concerns from residents and the Planning Board.

Commissioner Deaton inquired about a potential dam in the Little Tomoka River; whereby, Mr. Spraker stated he believed the environmental report stated it was a natural occurrence. She expressed concern regarding flooding in the area.

Commissioner Briley expressed concerns regarding flooding and the proposed recreation area being the house of worship building. He inquired if a house of worship was anticipated in the 1991 DRI; whereby, Mr. Spraker stated the house of worship was not included in the DRI property, noting the development rights within the DRI property. Commissioner Briley expressed concerns regarding traffic from the house of worship and potential school at the house of worship; whereby, Mr. Spraker stated there was a restriction included prohibiting a childcare and private school.

Mr. Mark Watts, Cobb Cole, reviewed parcels within the proposed project, noting the development would be at a lower density than currently allowed. He reviewed the current property rights, proposed density, proposed recreation area, and the house of worship. He reviewed changes made after the public input meeting. He discussed the traffic concerns from the house of worship and flooding concerns.

Commissioner Briley inquired about the proposed lot size; whereby, Mr. Watts stated they would be a minimum of 80 feet, noting some were larger.

Commissioner Sargent inquired about the number of parking spots for the house of worship; whereby, Mr. Watts stated it would be determined by the final design which would go through the Site Plan review process. He noted his guess was around 50 spaces to meet code requirements. Commissioner Sargent inquired if there were set services times; whereby, Mr. Watts discussed the special events and size of the congregation of the proposed house of worship. Commissioner Sargent inquired about potential future State Road 40 widening; whereby, Mr. Watts stated the development was not within the right-of-way and would work with the Department of Transportation on the widening. Commissioner Sargent expressed concerns regarding the Volusia County School concurrency.

Commissioner Tolland inquired about the stormwater and flooding; whereby, Mr. Watts stated the property currently had a discharge into the Little Tomoka River, and the proposed development would not increase the rate or speed the water leaves the property. He stated the city required the project to model the stormwater off a 25-year storm event but that the developer was modeling off a 100-year storm event, holding the stormwater runoff to a higher standard than required.

Mr. Haluk Kilic, Zev Cohen & Associates, reviewed all aspects of the stormwater planning for the development, noting the higher standard required for the Little Tomoka River.

Commissioner Sargent inquired if the entire project was within the flood zone AE; whereby, Mr. Kilic reviewed a map of where flood zone AE was located within the property. He discussed the process of how stormwater would be addressed from an engineering standpoint, and when the Commission would see the report. Commissioner Sargent expressed concerns regarding extensive fill and flooding.

Commissioner Tolland shared concerns regarding flooding, soil samples, and current violations along the Little Tomoka River; whereby, Mr. Kilic stated the developers recently submitted to the St. Johns River Water Management District (SJRWMD) and had not heard any feedback from them at the time.

Mr. Watts stated there was no other current application to the SJWMD for the property, noting there would be no violations for their property. He explained the Planning Board had citizen comments regarding the clean up of the Little Tomoka River, and noted it was a natural creek/river, and no one was designated to clean it.

Commissioner Tolland, Commissioner Briley, and Mr. Watts discussed the AE flood zone.

Mr. Watts reviewed the current property rights and reiterated the proposed development.

Commissioner Briley inquired about the amenities at the house of worship; whereby Mr. Watts discussed the parking space code requirements and development covenants and restrictions. Commissioner Briley expressed further concerns with parking.

Commissioner Sargent asked about items on the map on page 1465 within the agenda packet; whereby, Mr. Kilic reviewed what the items were, and the rights-of-way involved.

Commissioner Tolland questioned the stormwater discharge; whereby, Mr. Kilic stated the developer would follow all standards. She stated sometimes the standards fail and inquired if the standards needed revisions.

Commissioner Deaton inquired if the developer was local; whereby, Mr. Watts stated the developer was local and provided his history with the community.

Mr. Mike Strouse, 5 Buckthorn Look, expressed concerns regarding flooding, Little Tomoka River, and SJRWMD violations. He provided additional photos to the Commission regarding the flooding in his neighborhood.

Mr. Art Loguidice, 10 Meadow Ridge View, discussed the photos provided, flooding issues, future flooding issues, and the preservation of the surrounding area. He stated the residents of Hunter's Ridge would like to request the item be continued to allow the residents to provide the Commission with further information in opposition of the development.

Commissioner Briley inquired about the pipe in one of the photos provided; whereby, Mr. Strouse stated it was an irrigation pipe.

Mr. Ted Rhodes, 4 Foxbrow Look, discussed developers' rights and expressed concerns regarding traffic, flooding, and the Planning Board's decision.

Mr. Watts discussed the concerns regarding the maintenance of the Hunter's Ridge side of the Little Tomoka River and the existing entitlements.

Commissioner Sargent reviewed the map on page 1465 of the agenda packet and questioned the drainage; whereby, Mr. Watts reviewed the culvert line, Department of Transportation culvert, and Little Tomoka River. Mr. Watts explained the flooding issues that would occur with the current entitlements to the property. Commissioner Sargent expressed concerns of current property owners flooding problems.

Mr. Randy Hayes, City Attorney, reminded the Commission the items before them were regarding the DRI amendment, zoning amendment, and issuance of a development order. He stated the questions that were asked were not required of the developer at the time and would be brought back with more specifics later in the project.

Mr. Spraker clarified the detailed plans would be brought back before the Commission at a later date for approval.

Commissioner Tolland inquired about the developer entitlements if the Commission did not approve; whereby, Mr. Spraker reviewed the stormwater requirements and density that was within city regulations.

Commissioner Deaton inquired if the buyer would proceed with the purchase if the items were not approved; whereby, Mr. Watts stated he was unaware.

Commissioner Sargent further expressed concerns regarding flooding, noting his appreciation for the lower density.

Mr. Watts reviewed the items before the Commission and potential conditions added to the development order, if needed for approval.

Commissioner Tolland stated her concerns did not involve the traffic or house of worship. She expressed her concerns regarding the environmental aspect of the property, development in the wet areas, and flooding. She stated she would be in favor of the project if the northern most row of homes were eliminated and the Little Tomoka River cleaned up. She requested to allow the Hunter's Ridge Homeowner's Association to provide their research regarding the area.

Commissioner Briley noted there was no actual plan before the Commission and that the votes were on the concept of the development; whereby, Mr. Hayes confirmed and reviewed developers' entitlements.

Mr. Hayes informed the Commission the three items were connected and if one was approved, all should be approved, and if one was denied, all should be denied.

Commissioner Sargent stated until there was further information from SJRWMD he would vote no.

Commissioner Deaton expressed she would vote no on the items.

Commissioner Briley noted support of the lower density and concerns of the current entitlements on the property.

Commissioner Tolland requested further information regarding the flooding before she would support the item.

Commissioner Deaton questioned if the buyer planned to continue with the purchase if the items were denied; whereby, Mr. Howard Lefkowitz, property buyer, stated they started at over 100 units, but it did not make sense with the surrounding area and community. He stated they worked it to be a small development working with staff and completing environmental assessments. He stated if it was not approved, he would probably walk away from the project, noting he believed they could accommodate all concerns in the future steps of the project.

Commissioner Tolland inquired if the item could be placed on hold; whereby, Mr. Hayes reviewed the Commissions options.

Commissioner Briley inquired about the southern parcels outside of the DRI; whereby, Mr. Spraker reviewed those property entitlements.

Commissioner Tolland inquired about the Hunter’s Ridge parcel sizes; whereby, Mr. Spraker provided the acreage. She questioned whether staff could purchase the properties for water retention purposes; whereby, Mr. Shawn Finley, Assistant City Manager, indicated there would be no benefit from the property.

Mr. Hayes reminded the Commission of the development provisions of the DRI.

Commissioner Tolland proposed some ideas for the property to assist with flooding concerns.

Commissioner Deaton inquired if the items could be tabled; whereby, Mr. Hayes stated there would need to be a purpose for the items to be tabled.

Mr. Watts asked what information was needed to be provided by the SJRWMD report as he did not believe his client would put forward more funds in the hopes of approvals unless the preliminary items were already approved.

Commissioner Tolland inquired if the developer would be willing to eliminate the northern row of units; whereby, Mr. Watts stated due to the size of the project, it would not be beneficial to eliminate any further units.

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Ordinance No. 2025-09, on first reading, as read by title only.

Call Vote:	Commissioner Tolland	No
	Commissioner Sargent	No
	Commissioner Deaton	No
	Commissioner Briley	No
Failed.	Mayor Leslie	No

Item #8E – Little Tomoka Village, Planned Residential Development, Zoning Map Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-10
AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP,
OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT
OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2,
DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND

BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE FOUR PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 50.14 ACRES, LOCATED NORTH OF WEST GRANADA BOULEVARD AND EAST OF SHADOW CROSSINGS BOULEVARD (VOLUSIA COUNTY PARCEL NUMBERS: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, AND 4127-00-00-0023) FROM SR, SUBURBAN RESIDENTIAL, TO PRD, PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-10, on first reading, as read by title only.

Call Vote:	Commissioner Sargent	No
	Commissioner Deaton	No
	Commissioner Briley	No
	Commissioner Tolland	No
Failed.	Mayor Leslie	No

Item #8F – Little Tomoka Village, Planned Residential Development, Issuance of a Development Order

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-11
AN ORDINANCE APPROVING AND AUTHORIZING A DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT TO BE KNOWN AS THE “LITTLE TOMOKA VILLAGE” SUBDIVISION; PROVIDING FOR THE SUBDIVISION OF 31 RESIDENTIAL LOTS, A LOT FOR A HOUSE OF WORSHIP, AND AN AMENITIES BUILDING, ON APPROXIMATELY 50.14 ACRES LOCATED NORTH OF WEST GRANADA BOULEVARD AND EAST OF SHADOW CROSSINGS BOULEVARD (VOLUSIA COUNTY PARCEL NUMBERS: 4127-00-00-0011, 4127-00-00-0015, 4127-00-00-0019, AND 4127-00-00-0023); ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-11, on first reading, as read by title only.

Call Vote:	Commissioner Deaton	No
	Commissioner Briley	No
	Commissioner Tolland	No
	Commissioner Sargent	No
Failed.	Mayor Leslie	No

Item #8G – 14 South Yonge Street, SunBros Coffee, Special Exception

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2025-44
A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING “SUNBROS COFFEE” PROPOSED TO BE LOCATED AT 14 SOUTH YONGE STREET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker stated the request was for a stand-alone drive-thru coffee restaurant. He reviewed the history of the site, location, proposed site plan, landscape waiver, and signage waiver. He stated the Planning Board recommended approval.

Commissioner Deaton inquired what uses could be within the location; whereby, Mr. Spraker stated any uses under the B-4 zoning district, noting the challenge with the property was the lot width.

Mayor Leslie inquired if the property was currently non-conforming; whereby, Mr. Spraker indicated that was correct.

Commissioner Sargent questioned if the proposed use was drive-thru only; whereby, Mr. Spraker stated that was correct.

Mayor Leslie asked if the telephone pole near the driveway was set to be moved; whereby, Mr. Spraker noted the engineer of the project stated there were no plans to move the pole.

Commissioner Tolland moved, seconded by Commissioner Deaton, to approve Resolution No. 2025-44, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
Carried.	Mayor Leslie	Yes

Mayor Leslie closed the Public Hearings.

Item #9 – Second Reading of Ordinances

Item #9A – Citizens' Law Enforcement Advisory Board, Addition of Alternate Members

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-05
AN ORDINANCE AMENDING SECTION 2-223, CITIZENS' LAW ENFORCEMENT ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES, AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING THE COMPOSITION; BY REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-05, on second reading, as read by title only.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
Carried.	Mayor Leslie	Yes

Item #9B – Leisure Services Advisory Board, Amendment to Composition

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-06
AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING COMPOSITION AND TERMS; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Ordinance No. 2025-06, on second reading, as read by title only.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Leslie	Yes

Item #9C – Quality of Life Advisory Board, Addition of Alternate Members

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-07
AN ORDINANCE AMENDING SECTION 2-224, QUALITY OF LIFE
ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS,
COMMITTEES, AND OTHER AGENCIES, OF CHAPTER 2,
ADMINISTRATION, OF THE CODE OF ORDINANCES BY AMENDING
THE COMPOSITION; REPEALING ALL INCONSISTENT ORDINANCES
OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Ordinance No. 2025-07, on second reading, as read by title only.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Leslie	Yes

Item #10 – Reports, Suggestions, Requests

Events, Updates, Requests, and Condolences

Ms. Shanahan provided updates on upcoming Florida Department of Transportation projects around the city and details of upcoming events.

Commissioner Sargent offered condolences for the loss of Mr. Jeff Boyle’s mother. He expressed support for the city’s future upgrades to the website. He discussed events he attended, and reviewed the way the city’s leadership works. He inquired about Mayor Leslie’s Coffee with the Mayor’s location, and if legal notices were needed; whereby, Mr. Hayes stated the legal notices would depend on the forum and focus of the meeting.

Ms. Shanahan stated it was not uncommon for prior Mayor’s and Commissioners to host small events at city facilities, noting if it were for a larger event and staff was needed it would need further approvals.

Commissioner Sargent commended Ormond Beach Police Officer Rick Taylor for his hard work.

Commissioner Deaton expressed support of the Fire and Police Departments.

Commissioner Briley discussed events he attended and offered condolences to the Boyle family and to the family of Mr. Jim Kulzer, who recently passed away.

Commissioner Tolland discussed events she attended and provided updates. She thanked Volusia County Council Member Kent for his flooding mitigation suggestions.

Mayor Leslie thanked Commissioner Tolland for presenting proclamations while he was unable to. He discussed upcoming events and invited the Commission to provide ideas to staff regarding the Mayor’s Health and Fitness Challenge. He invited the Commission to sign a birthday card for Ms. Dorothy Engle. He provided further details on Coffee with the Mayor.

Fluoride

Commissioner Sargent discussed citizen concerns regarding fluoride in the city’s water and expressed his concerns regarding the city’s use.

Commissioner Sargent moved, seconded by Commissioner Deaton, to immediately halt the use of fluoride in the city’s water.

Mr. Hayes inquired if the Commission would like to direct staff to bring back a Code of Ordinance amendment to eliminate fluoride as a requirement.

Commissioner Sargent questioned if the amendment needed to be in his motion; whereby, Mr. Hayes stated staff could take the amendment as direction from the Commission.

Mr. Finley inquired if it could wait until as soon as practical for staff to be able to make the changes needed to be able to halt the fluoride; whereby, the Commission agreed.

Commissioner Tolland requested an educational aspect to help the residents understand the decision for the removal.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
Carried.	Mayor Leslie	Yes

Commissioner Deaton, Commissioner Tolland, and Mayor Leslie expressed support of the removal of the fluoride.

Item #11 – Adjournment

The meeting was adjourned at 10:44 p.m.

APPROVED: February 4, 2025

BY: _____
Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-45
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - Construction Admin Services for Cassen Park		
Summary:	This is a request for the City Commission, acting as the Community Redevelopment Agency (CRA), to approve a Work Authorization with Zev Cohen and Associates, Inc. (ZCA) for construction administration services for the Cassen Park Redevelopment Project. On December 3, 2024, the Commission approved a bid award for the Cassen Park Redevelopment Project, Bid No. 2025-02. Staff negotiated a scope of work and cost with Zev Cohen and Associates, Engineer of Record for the project, to provide construction administration services in the amount of \$63,395. Of this total, \$38,030.00 is for work performed by Zev Cohen and Associates, the remaining \$25,365.00 will be paid to ZCA's landscape architectural subconsultant, Marquis Latimer + Halback, Inc., who will provide similar services for the landscape and hardscape portion of the work. The services outlined in this proposal will supplement the work of City staff in the oversight of the construction of this project throughout the approximate 8 month duration. The Engineer will conduct site visits, respond to requests for Information from the Contractor, submit all permit clearances, and other closeout documentation. The proposed fee is 2.5% of the construction contract amount of \$2,449,071, which is consistent with other projects of this nature. The City project manager will provide additional oversight of the project in conjunction with the City engineering inspector.		
Financial Impact:	Funding is available in Fund 104-Community Redevelopment Agency Fund and will require a budget amendment as this project was included in a prior year budget and will be moved to the current year.		
Citizen Impact:	This work will ensure the project is constructed per the plans.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization with Zev Cohen and Associates, Inc. in the amount of \$63,395 for construction administrative services for the Cassen Park Redevelopment project.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 25-45 Cassen Park constr admin Zev Cohen (P25-0002G) 2. Work Authorization-ZCA Cassen Park Redevlpmt Const Admin	
Approval:	Kelly McGuire, Finance Director	1/29/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/29/2025
	Joyce Shanahan, City Manager	1/29/2025

RESOLUTION NO. 2025-45

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District (“District”), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency (“Agency”) for the District, and

WHEREAS, in accordance with section 163.387, *Florida Statutes*, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund (“Trust Fund”) for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan (“Granada Plan”) as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan (“Bovard Plan”) as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan (“Plan”) for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program (“Grant Program”) for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City solicited a proposal from Zev Cohen & Associates, Inc., an engineering firm under continuing contract with the City, to provide construction administration services regarding the Cassen Park Redevelopment project (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Zev Cohen & Associates, Inc. to provide construction administration services for the aforescribed project at a cost not to exceed \$63,395.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Downtown Redevelopment Trust Fund (104) and has not been appropriated for any other purpose, and

WHEREAS, the City Commission, on behalf of the City and the Community Redevelopment Agency, concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, THAT:

SECTION ONE. The proposal submitted by Zev Cohen & Associates, Inc. to provide construction administration services at a cost not to exceed \$63,395.00 is hereby accepted.

SECTION TWO. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute a Work Authorization with Zev Cohen & Associates, Inc. to provide construction administration services for the Project at the said price, and to pay the cost therefor from the Downtown Redevelopment Trust Fund.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of February, 2025.

JASON LESLIE
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024 between the City of Ormond Beach, Florida, and Zev Cohen and Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Cassen Park Redevelopment – Construction Administration Services

Project Description: Professional construction administration services for Cassen Park Redevelopment. The work will include shop drawing review, periodic meetings, RAI responses and permit conformance, and as-built review, as detailed in the attached proposal and fee schedule.

Estimated Project Construction Cost: \$2,449,071

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Civil Construction Administration Services	Fixed Fee	\$36,530.00
Landscape Architect Const Admin Services	Fixed Fee	\$25,365.00
Reimbursable Expenses	Actual Cost	\$1,500.00
Total Fee Authorized:	Not To Exceed	<u>\$63,395.00</u>

Funding Source: TIF Fund (104)

Estimated Time for Completion: Through Duration of Construction Project

AUTHORIZED:
CITY OF ORMOND BEACH, a Florida
Municipal Corporation and the **CITY OF
ORMOND BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ACCEPTED:
ZEV COHEN & ASSOCIATES, INC.

By: _____
Jason Leslie
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

By: _____
M. Dwight DuRant, P.E.
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, 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 exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in 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 of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

VIA EMAIL
(alex.schumann@ormondbeach.org)

November 13, 2024
Revised December 19, 2024

Mr. Alex Schumann, P.E.
City Engineer
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Hereinafter referred to as Client.

RE: Cassen Park Redesign
Construction Administration Services
ZC 22138 CA

Dear Alex:

Thank you for requesting from Zev Cohen & Associates, Inc., (ZCA) a Contract/Agreement for construction administration services for the above referenced project. We appreciate the opportunity and look forward to working with you and the City during the construction phase of this project.

Project Summary

ZCA previously provided design and permitting under ZCA Project 22138, Cassen Park Redesign to the City of Ormond Beach. ZCA proposes to provide the following services as a part of the construction phase of said permitted project.

Scope of Services

Construction Administration (Engineering)

We anticipate the construction of the project will take approximately eight (8) months. Our fee proposal is based on this duration.

1. Attend the preconstruction meeting. Distribute construction drawings (number as required by contract) to the contractor. Provide 3 sets of construction plans (signed and sealed) to the City.
2. Log, process and review shop drawings and material certificates. Distribute reviewed shop drawings to the Contractor and to the City.

3. Conduct periodic visits to the job site. Budget sixteen (16) visits.
4. Attend periodic meetings, a minimum of monthly, to discuss and agree on construction scheduling, problems and/or techniques.
5. Respond to Contractor RAI's.
6. Provide electronic format base drawing to contractor and /or their selected surveyor for use in preparation of final as-built survey.
7. Review final project close-out documents including as-built survey for project conformance with approved design.
8. Prepare and submit all permit clearances and other required close out documentation.
9. Furnish City with copies of all closeout documents, agency certifications, and final as-built drawings on diskette in AutoCAD and PDF formats, plus one reproducible mylar set and two sets of prints all bearing the Engineer of Record's certification.

Construction Administration (Landscape Architecture)

See attached proposal from Marquis Latimer & Halback, Inc.

Construction Administration (Architect)

To be provided by the City. ZCA to provide coordination.

Reimbursable and Additional Expenses

- Reimbursable expenses have been estimated and are provided for in the contract as an actual cost fee. The above fee does not include services not specifically listed.
- Should additional services be required, they can be furnished with compensation based on our Schedule of Hourly Rates or an agreed upon change order. Similarly, in the event that modifications to the Construction Plans are required by the City, the modifications shall be considered additional service, and compensation shall be in accordance with our Schedule of Hourly Rates.

Fee

ZCA has provided a fee breakdown exhibit on the attached sheet associated with the professional services outlined above. If this contract meets with your approval, please provide a City Work Order to commence work.

Mr. Alex Schumann, P.E.
November 13, 2024 (*Revised December 19, 2024*)
ZC 22138 CA

Thank you for requesting this contract from our firm. We look forward to working with you on construction of the project.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



M. Dwight DuRant, P.E.
Principal

MDD/ns

22138c03 CA REV 12.19.24

cc: Robert J. Ball, P.E.
Randy M. Hudak, P.E.
Samuel C. Hamilton, Jr., P.E.
Haluk "Luke" Kilic, P.E.
Jake Stehr, RLA
Jason Salatto
Viviana Vargas
Haley Calkins
File

Ormond Beach Cassen Park Redesign
Construction Administration Services
ZC 22138 CA

Task	Principal \$210.00	Project Manager \$180.00	Senior Professional Engineer \$170.00	Engineer II \$115.00	Senior CADD Technician \$110.00	Construction Administration \$120.00	Subtotal
Pre Construction Meeting	2 \$420.00	2 \$360.00	2 \$340.00	2 \$230.00	0 \$0.00	0 \$0.00	8.00 \$1,350.00
Shop Drawing Review	0 \$0.00	2 \$360.00	4 \$680.00	4 \$460.00	0 \$0.00	16 \$1,920.00	26.00 \$3,420.00
Periodic Progress Meetings/Site Visits (16)	8 \$1,680.00	16 \$2,880.00	16 \$2,720.00	16 \$1,840.00	0 \$0.00	16 \$1,920.00	72.00 \$11,040.00
Respond to Contractor Requests for Additional Information & Engineer's Plan Clarification	0 \$0.00	16 \$2,880.00	8 \$1,360.00	8 \$920.00	8 \$880.00	16 \$1,920.00	56.00 \$7,960.00
Prepare and Process Clearances and Permit Conformance Documents	2 \$420.00	8 \$1,440.00	8 \$1,360.00	8 \$920.00	6 \$660.00	16 \$1,920.00	48.00 \$6,720.00
Review As-Builts and Prepare Record Drawings (provide Engineer's Certifications)	0 \$0.00	4 \$720.00	8 \$1,360.00	4 \$460.00	10 \$1,100.00	20 \$2,400.00	46.00 \$6,040.00
Total Hours by Task	12.00	48.00	46.00	42.00	24.00	84.00	256.00
Total Fees by Task	\$2,520.00	\$8,640.00	\$7,820.00	\$4,830.00	\$2,640.00	\$10,080.00	\$36,530.00
Landscape Architecture (ML&H)							\$25,365.00
Reimbursable Expenses (Approximate)							\$1,500.00
GRAND TOTAL							\$63,395.00

Construction Administration Support

Additional Service Request 1 // 11.12.2024 version 2

11.12.2024

Mr. Dwight Durant
Zev Cohen & Associates
300 Interchange Blvd, Suite C
Ormond Beach, FL 32174

**Re: 23.2.0 Cassen Park Redesign Public Participation + Landscape Architecture
Request for Additional Services**

Dear Dwight:

Please accept this letter as our request for additional services for Construction Administration support for Cassen Park. Per your email, we understand (and appreciate) that you all will be able to provide a majority of the oversight, so I have geared our suggested scope to reflect visits at key junctures in the layout and finishes. The work shall be based on the approved Construction Documents set (2024) and anticipates construction from January 2025 through July 2025 (7 months).

Modifications to our current contract shall include the following scope items:

SECTION 2 | SCOPE OF SERVICE - MODIFICATIONS FOR ADDITIONAL SERVICE

2.5 CONSTRUCTION OBSERVATION PHASE

- 2.5 1 **Pre-Construction Meeting:** The Consultant will attend the pre-construction meeting.
- 2.5 2 **Submittals + Shop Drawings:** The Consultant will review for approval in a timely manner all shop drawings, submittals and samples. All shop drawing review shall be completed within ten (10) days from receipt of shop drawing.
- 2.5 3 **Requests for Information (RFIs):** The Consultant shall provide responses in writing to the Owner representative, the contractor or other consultant's questions and/or requests for information (RFI). Responses, which resolve the issue under consideration, shall be completed with reasonable promptness so as to cause no delay. Maximum response time shall be five (5) working days from receipt of request.
- 2.5 4 **Clarifications:** The Consultant will consult with contractor for clarification of documents.
- 2.5 5 **CA Virtual Meetings:** Attendance at bi-weekly (virtual) CA meetings, to be led by Civil Engineer.

- 2.5 6 **Site Visits:** The Consultant will provide on-site inspections of all design elements to ensure quality, proper progress of the work and conformity to the documents and the design intent. The Consultant will also provide substantial and final inspections and prepare a punch list(s) for all items of work within the scope of these design services.

- 1 Hardscape Layout - Initial
- 2 Hardscape Layout - Veteran's + West Lawn and Garden
- 3 Hardscape Layout - Waterfront Zone
- 4 Landscape Layout - Veteran's + West Lawn and Garden
- 5 Landscape Layout - Waterfront Zone
- 6 Substantial
- 7 Final

TOTAL NUMBER OF SITE VISITS:

7

SECTION 3 | FEES + REIMBURSABLE EXPENSES FOR ADDITIONAL SERVICE

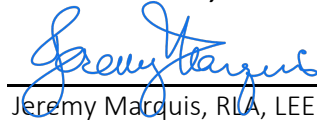
- 3.1 The Client agrees to pay the Consultant the **lump sum fees** listed below as compensation for services. All other terms, including reimbursable expenses, shall be per master agreement.

A. Additional Service Task	\$	23,365.00
B. Irrigation Inspection (Hines)	\$	2,000.00
C. Reimbursable Allowance	Excluded	
LUMP SUM TOTAL \$		25,365.00

Please let me know when we may review this scope and fee together. If this agreement meets your approval, please sign this cover letter and return it to our office as notice to proceed. I look forward to your feedback and getting the additional service completed in a timely manner.

SIGNATURES

Marquis Latimer + Halback, Inc.



Jeremy Marquis, RLA, LEED AP // CEO + Principal

12 November 2024

Date

Accepted by Zev Cohen & Associates, Inc.

Mr. Dwight Durant

Date



City of Ormond Beach AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-46
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Goodwill Ambassador Appointments		
Summary:	The Mayor wishes to appoint Marvin Miller and Debbie Kruck-Forrester to the City's Goodwill Ambassador Program.		
Financial Impact:	None		
Citizen Impact:	The ambassadors provide goodwill or symbolic representation on behalf of the City and Mayor at various meetings, events and functions.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommend approval of the appointment of Marvin Miller and Debbie Kruck-Forrester to the Goodwill Ambassador program.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-46 Goodwill Ambassador Program		
Approval:	Kelly McGuire, Finance Director		1/10/2025
	Claire Whitley/Shawn Finley, Assistant City Manager		1/17/2025
	Joyce Shanahan, City Manager		1/17/2025

RESOLUTION NO. 2025-46

A RESOLUTION APPOINTING MEMBERS OF THE GOODWILL AMBASSADOR PROGRAM; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Marvin Miller is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION TWO. Debbie Kruck-Forrester is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION THREE. The above named appointees shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve in accordance with Article VI, Chapter 2, *Code of Ordinances*, including section 2-227 thereof.

SECTION FOUR. The said appointees shall receive no compensation for services, but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of their respective duties.

SECTION FIVE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.C

Section:	CONSENT AGENDA		
Item Category:	Resolution	Res./Ord. No:	2025-47
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Citizens' Law Enforcement Advisory Board, Appointment of Alternate Members		
Summary:	The City Commission has amended the Code of Ordinances adding 2 Commission At-Large alternate members to the Citizens' Law Enforcement Advisory Board. On January 7, 2025, the City Commission nominated Jennifer Haines and Sean Daly to be appointed to the alternate positions.		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission approve the resolution appointing these 2 alternate members to the Citizens' Law Enforcement Advisory Board.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-47 Citizens Law Enf Bd appointments		
Approval:	Kelly McGuire, Finance Director		1/22/2025
	Claire Whitley/Shawn Finley, Assistant City Manager		1/23/2025
	Joyce Shanahan, City Manager		1/23/2025

RESOLUTION NO. 2025-47

A RESOLUTION APPOINTING ALTERNATE MEMBERS OF
THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD;
SETTING FORTH TERMS AND CONDITIONS OF SERVICE;
AND SETTING FORTH AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
ORMOND BEACH, FLORIDA, THAT:**

SECTION ONE. Jennifer Haines and Sean Daly are hereby appointed to serve as
alternate members of the Quality of Life Advisory Board as at-large appointments.

SECTION TWO. The said appointees shall each serve a two (2) year term that
shall expire the day prior to the first regularly scheduled city commission meeting in January of
each odd-numbered year, and shall serve without compensation for such service in accordance
with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section
2-224 thereof.

SECTION THREE. This Resolution shall take effect immediately upon its
adoption.

APPROVED AND AUTHENTICATED this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.D

Section:	CONSENT AGENDA		
Item Category:	Resolution	Res./Ord. No:	2025-48
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Quality of Life Advisory Board, Appointment of Alternate Members		
Summary:	The City Commission has amended the Code of Ordinances adding 2 Commission At-Large alternate members to the Quality of Life Advisory Board. On January 7, 2025, the City Commission nominated Deborah Carter and Barbie Sardina to be appointed to the alternate positions.		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission approve the resolution appointing these 2 alternate members to the Quality of Life Advisory Board.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-48 Quality of Life Adv Bd appointments		
Approval:	Kelly McGuire, Finance Director		1/22/2025
	Claire Whitley/Shawn Finley, Assistant City Manager		1/23/2025
	Joyce Shanahan, City Manager		1/23/2025

RESOLUTION NO. 2025-48

A RESOLUTION APPOINTING ALTERNATE MEMBERS OF THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Deborah Carter and Barbie Sardina are hereby appointed to serve as alternate members of the Quality of Life Advisory Board as at-large appointments.

SECTION TWO. The said appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-224 thereof.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.E

Section:	CONSENT AGENDA												
Item Category:	Consent - Resolution	Res./Ord. No:	2025-49										
Strategic Goal:	Quality of Life - Other												
Department:	Finance - Grants												
Subject:	Agreement with Halifax Urban Ministries for Community Development Block Grant Funds												
Summary:	This is a request for the City Commission to authorize the approval of an agreement between the City and Halifax Urban Ministries, Inc., a non-profit organization providing services to the citizens of Ormond Beach through Hope Place. On June 4, 2024, the City Commission approved Resolution No. 2024-88 approving the FY 2024-2025 Community Development Block Grant (CDBG) Annual Plan and authorizing the execution of the FY 2024-2025 Subrecipient Agreement with Volusia County consistent with the approved Annual Plan. The approved Annual Plan included the following: <table><tr><td colspan="2">FY 2024-2025</td></tr><tr><td colspan="2">Public Improvements</td></tr><tr><td>Military Blvd. Sidewalk (East and West Sides) – Remove existing 3' wide non-ADA deteriorated sidewalk and replace it with a new 5' wide ADA compliant sidewalk, including ADA compliant detectable mats and curbing.</td><td>\$ 169,544</td></tr><tr><td colspan="2">Public Services</td></tr><tr><td>Hope Place (Halifax Urban Ministries) – Funding to be used to pay salary/benefits for the position of Family Support Specialist. The suggested budget is the maximum allowed based on the total allocation (15% of total annual allocation) for public service activities.</td><td>\$ 29,919</td></tr></table>			FY 2024-2025		Public Improvements		Military Blvd. Sidewalk (East and West Sides) – Remove existing 3' wide non-ADA deteriorated sidewalk and replace it with a new 5' wide ADA compliant sidewalk, including ADA compliant detectable mats and curbing.	\$ 169,544	Public Services		Hope Place (Halifax Urban Ministries) – Funding to be used to pay salary/benefits for the position of Family Support Specialist. The suggested budget is the maximum allowed based on the total allocation (15% of total annual allocation) for public service activities.	\$ 29,919
FY 2024-2025													
Public Improvements													
Military Blvd. Sidewalk (East and West Sides) – Remove existing 3' wide non-ADA deteriorated sidewalk and replace it with a new 5' wide ADA compliant sidewalk, including ADA compliant detectable mats and curbing.	\$ 169,544												
Public Services													
Hope Place (Halifax Urban Ministries) – Funding to be used to pay salary/benefits for the position of Family Support Specialist. The suggested budget is the maximum allowed based on the total allocation (15% of total annual allocation) for public service activities.	\$ 29,919												

	Total		\$ 199,463
	As a subrecipient of Volusia County, the City is required to have an agreement with Halifax Urban Ministries, Inc., to provide public services through Hope Place on its behalf with the use of a portion of the City's CDBG funding allocation. The attached draft agreement between the City of Ormond Beach and Halifax Urban Ministries, Inc., has been reviewed and approved by Volusia County Community Assistance to be consistent with program and federal guidelines.		
Financial Impact:	There is no budgetary impact to the City's budget. The cost of the approved activities will be reimbursed to the City by the County of Volusia Community Assistance.		
Citizen Impact:	Hope Place assists families with children and unaccompanied youth throughout Volusia County to gain independent living.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the attached agreement with Halifax Urban Ministries, Inc., for FY 2024-2025.		
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315		
Attachments:	1. 25-49 HUM Hope Place Subrecipient Agreement (P25-0003G) 2. Agreement with HUM FY 24-25 w attachments		
Approval:	Kelly McGuire, Finance Director 1/21/2025 Claire Whitley/Shawn Finley, Assistant City Manager 1/22/2025 Joyce Shanahan, City Manager 1/23/2025		

RESOLUTION NO. 2025-49

A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX URBAN MINISTRIES, INC., REGARDING HOMELESSNESS PREVENTION SERVICES PROVIDED AT HOPE PLACE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2024-88, the City Commission approved of the FY 2024-2025 Community Development Block Grant (CDBG) Annual Plan and authorized executed of a FY 2024-2025 Subrecipient Agreement with Volusia County (“County”) consistent with the approved Annual Plan, which included funding for Halifax Urban Ministries, Inc. (“the Project”), and

WHEREAS, because the Project is being funded with Community Development Block Grant money, the County requires that the City of Ormond Beach and Halifax Urban Ministries, Inc., execute an agreement for the Project attached hereto and incorporated herein by reference, and

WHEREAS, the City Commission concurs with the foregoing recommendation, now therefore;

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Community Development Subrecipient Agreement with Halifax Urban Ministries, Inc., regarding homelessness prevention services provided at Hope Place.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**Community Development
Subrecipient Agreement
FY 2024-2025**

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the **City of Ormond Beach**, State of Florida, as the Implementer of the Community Development Block Grant Program (hereinafter referred to as “City”), and **Halifax Urban Ministries, Inc.** (hereinafter referred to as “Halifax Urban Ministries”).

WITNESSETH

WHEREAS, the City of Ormond Beach has received funding under the federal Community Development Block Grant (CDBG) program from the County of Volusia, and,

WHEREAS, the City of Ormond Beach desires to engage Halifax Urban Ministries to provide homelessness prevention services within Ormond Beach for the benefit of low-moderate income families.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Service

The purpose of this agreement is to define the roles and responsibilities of the City of Ormond Beach and Halifax Urban Ministries in assisting Ormond Beach residents with homelessness prevention through the use of Community Development Block Grant funding through the City of Ormond Beach.

2. Confidentiality

All parties agree to observe the confidentiality provisions of their respective programs and regulations. All appropriate information, with respect to participant eligibility and employment, may be shared. This may include the use of an electronic database system for sharing appropriate information among parties. Records are public and must be made available if requested.

3. Responsibilities of the City of Ormond Beach

The City will receive and review monthly status reports and reimbursement requests from Halifax Urban Ministries. Once approved and paid by the City, a request for reimbursement will be submitted to Volusia County Community Assistance for reimbursement to the City.

4. Responsibilities of the Halifax Urban Ministries

Halifax Urban Ministries will provide services to the homeless at Hope Place, located at 1340 Wright Street, Daytona Beach, Florida, 32117. Hope Place will assist homeless families with children and unaccompanied youth to gain independent living as one in five homeless individuals in Volusia County is a child. The purpose of funding is to provide assistance with the salary and benefits of a Family Support Specialist position at Hope Place.

Halifax Urban Ministries will submit monthly status reports, reimbursement requests, and a LMI CDBG Clientele Status Report to the City. (Attachment I) Reimbursement requests must include backup documentation to include proof of payment, copies of invoices, receipts, and other necessary documentation.

5. Income Verification

Homelessness is an eligible population for the use of Community Development Block Grant (CDBG) funding; therefore, all Hope Place clients qualify under CDBG income requirements.

6. Term of Contract

The services of Halifax Urban Ministries will begin on October 1, 2024, and shall be completed by September 30, 2025. CDBG funding awarded for public services must be spent during the program year in which they were awarded; therefore, no extensions of this agreement will be allowed.

7. Compensation

Halifax Urban Ministries shall be paid a total consideration of **\$29,919.00 (twenty-nine thousand nine hundred nineteen dollars)** for full performance of the services specified under this agreement. The funding provided is to assist with the salary and benefits cost of a Family Support Specialist who will provide comprehensive support and assistance to families experiencing homelessness by assessing their needs, developing individualized service plans, and empowering them to achieve stability and self-sufficiency. Compensation shall be allowed on a reimbursement basis only after expenditures have been incurred by Halifax Urban Ministries in conformity with the approved budget.

In every case, payment will be made subject to receipt of a request for payment from Halifax Urban Ministries specifying and certifying that such expenses have been incurred and expended in conformance with this agreement and that Halifax Urban Ministries is entitled to receive the amount requested under the terms of the agreement.

Halifax Urban Ministries shall not claim reimbursement from the City for that portion of its obligation which has been paid by another source of revenue.

8. Budget

Community Development Block Funds will be used to for salary and benefits cost of a Family Support Specialist at Hope Place.

General Terms and Conditions

- A. Halifax Urban Ministries agrees to submit program status reports and funds reimbursement requests on a monthly basis, **due to the City by the 5th of each month**, or more frequently if requested, and other reports as may be required. (Attachment I)
- B. Halifax Urban Ministries agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the last request from the City.
- C. Halifax Urban Ministries agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this agreement, and shall document all transactions and services performed under this agreement, and shall document all transactions so that all expenditures may be properly audited.
- D. Halifax Urban Ministries agrees that the City, or any authorized representative, has access to and the right to examine all records, books, papers or documents related to the project.
- E. Halifax Urban Ministries hereby severally warrants that all project records, books, papers, and documents will be retained for a period of not less than five (5) years after the project terminates and grants the City the option of retention of the project records, books, papers, and documents.
- F. Halifax Urban Ministries agrees to purchase any necessary insurance if its project and or the nature of the project requires insurance.
- G. Halifax Urban Ministries hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of Halifax Urban Ministries who exercises and functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with who they have family or business ties, for work to be performed in connection with the program assisted under this agreement.

- H. The undersigned person signing as an officer on behalf of Halifax Urban Ministries, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Halifax Urban Ministries and to bind same to this agreement, and further that Halifax Urban Ministries has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.
- I. Neither the City, nor the County, shall be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Halifax Urban Ministries, its staff or clientele; and Halifax Urban Ministries hereby agrees to defend, hold harmless and indemnify the City and the County from and against all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release Halifax Urban Ministries from any obligations under this agreement.
- J. Nothing contained in this agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of Halifax Urban Ministries by virtue of this agreement by an employee of the City for any purpose whatsoever, nor shall any employee of Halifax Urban Ministries be entitled to any of the rights, privileges, or benefits of City employees. Halifax Urban Ministries shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Halifax Urban Ministries assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- K. Halifax Urban Ministries will be subject to all provisions of the Subrecipient Agreement between the County and the City (Attachment II) with regard to the administrative requirements of the U.S. Department of Housing and Urban Development (HUD) guidelines.
- L. Halifax Urban Ministries acknowledges receipt of a copy of the following Code of Federal Regulations:
- 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- M. Compliance with Florida Public Records Law

Halifax Urban Ministries expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) Failure of Halifax Urban Ministries to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
JASON LESLIE
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

Witnesses:

HALIFAX URBAN MINISTRIES

Print Name: _____

By: _____
DONNA DOOLEY
Interim Executive Director

ATTACHMENT I – MONTHLY REPORTING AND REIMBURSEMENT FORMS

The forms within this attachment are required to be submitted monthly for subrecipients of City of Ormond Beach Community Development Block Grant (CDBG) FY 24-25 funding. The required forms include:

- **Section I** – CDBG Request for Monthly Reimbursement and Expense Summary Form
- **Section II** – CDBG Public Service Status Report
- **Section III** – LMI CDBG Clientele Status Report

Additional data such as proof of payment, copies of invoices, receipts, payroll records, employee signed timesheets and paystubs, daily activity logs, etc., are also required to support the monthly expenses and funds reimbursement request.

Failure to submit **all** sections of the report, including financial supporting data, will result in a delay of the approval process and subsequent payment.

The Request for Funds Reimbursement Form is due to the City of Ormond Beach by the 5th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed.

SECTION I

Request For Monthly Reimbursement and Expense Summary Form FY 2024/25

Subrecipient Name: Halifax Urban Ministries Funding Source: CDBG

Subrecipient Address: _____ Telephone Number: _____

City: _____ State: _____ Zip: _____

Month of Report - this is the month that the subrecipient expended funds:

(the report must be submitted by the 5th day of the following month) _____

CDBG Contact Person: _____ Telephone: _____

Reimbursement Funds Requested for this Period: _____ Final Request: ☐ Yes ☐ No

To Be Completed by Subrecipient				
DESCRIPTION OF ACTIVITY	BUDGET	EXPENSES THIS MONTH	EXPENSES TO-DATE	AVAILABLE BALANCE
Hope Place – Salary and Benefits of a Family Support Specialist	\$29,919.00			
Total	\$29,919.00			
AMENDMENT JOURNAL				
Agency Authorized Signature: <i>(This form is for reproduction or copying by Recipient)</i>		Request Date: (actual date signed)		
Print Name of Agency Authorized Signature:				

SECTION II – CDBG Public Service Status Report FY 2024/25

Subrecipient: Halifax Urban Ministries

Project Name: Hope Place – Operational Expenses

Month of Report - this is the month that the subrecipient expended funds: (the report must be submitted by the 5th day of the following month):

1. Are reimbursements being requested for this activity? ☐ Yes ☐ No

If yes, answer questions 2-8. If no, continue to question 9.

2. What is the amount being requested? _____

3. What timeframe did the original expenses occur? From _____ To _____

4. What timeframe did the Halifax Urban Ministries pay expenses? From _____ To _____

5. Is backup documentation included to support all expenses? ☐ Yes ☐ No

6. Is a Monthly Clientele Status Report included? ☐ Yes ☐ No

7. Estimated project/activity completion date: 9/30/2025

8. Percent of project/activity completed to date: _____

9. Describe specific work tasks and quantified accomplishments completed this month:

10. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION III -- LMI CDBG Clientele Status Report FY 2024/25

Subrecipient Halifax Urban Ministries Activity Name Hope Place – Operational Expenses

Timeframe Covered by this Report From _____ To _____

Final Report? ☐ Yes ☐ No

COMPLETE THE FOLLOWING TWO (2) TABLES FOR PERSONS SERVED BY THE ACTIVITY DURING THE REIMBURSEMENT PERIOD.

Total Number of Persons Assisted this month

TABLE I: Participant Racial and Ethnic Characteristics:
(Please be as specific as possible in reporting this section)

Racial and Ethnic Characteristics	Month	CDBG Program to Date	Hispanic Month	Hispanic to Date
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African Am.				
Other Multi Racial				
TOTAL PERSONS				

PLEASE NOTE: The Total Number Served is to be an **unduplicated count** of persons served during the reporting period.

TABLE II: Participant Income Level

<u>Income Level</u>	<u>Month</u>	<u>Year to Date</u>
Extremely Low-Income Persons		
Low-Income Persons		
Moderate-Income Persons		
TOTAL PERSONS		

LMI CDBG Clientele Status Report INSTRUCTIONS

TABLE I: Provide the total number of persons assisted by the activity during the reporting month and year to date for each applicable category of Racial and Ethnic groups. Use the category that most closely reflects an individual's recognition in his/her community for purposes of reporting a person of mixed racial and/or ethnic origins. Monthly counts and year to date counts should be an actual unduplicated number, not an estimate. Please make sure that these numbers equal the total number of individuals served. Below are guidelines for this section:

White: A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as 'Haitian' or 'Negro' can be used in addition to 'Black or African American'.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korean, Malaysia, Pakistan, the Philippine Island, Thailand, and Vietnam.

American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

American Indian/Alaskan Native & White: A person having origins of both of the above-mentioned characteristics.

Asian & White: A person having origins of both of the above-mentioned characteristics.

Black/African American & White: A person having origins of both of the above-mentioned characteristics.

American Indian/Alaskan Native & Black African American: A person having origins of both of the above-mentioned characteristics.

TABLE II: Income Level Definitions:

Extremely Low Income Person: Member of a family that has an income equal to or less than the Section 8 limits for 30% of Median income established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Low-Income Person: Member of a family that has an income equal to or less than the Section 8 Very Low-income limits established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Moderate-Income Person: Member of a family that has an income equal to or less than the Section 8 Low-income limit and greater than the Section 8 Very-Low income limit established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2024/25**

TABLE OF CONTENTS

1. RESPONSIBILITY FOR GRANT ADMINISTRATION.....	2
2. OTHER PROGRAM REQUIREMENTS.....	2-3
3. SCOPE OF SERVICES	3
4. TIME OF PERFORMANCE	3
5. COMPENSATION	3
6. METHOD OF PAYMENT	3
7. COMPLIANCE WITH REGULATIONS.....	3
8. MAINTENANCE AND AVAILABILITY OF RECORDS	4
9. REQUEST FOR MONTHLY REIMBURSEMENT.....	4
10. PROGRAM INCOME.....	4
11. REVERSION OF ASSETS	5
12. SUBCONTRACTING.....	5
13. SUSPENSION AND TERMINATION.....	5-6
14. AUDIT.....	6
15. CONFLICT OF INTEREST	6
16. INDEMNIFICATION.....	6-7
17-30. ADDITIONAL PROVISIONS	7-11
31. AMENDMENTS	11
SIGNATURE PAGE.....	12
ATTACHMENT I – STATEMENT OF WORK.....	13-15
ATTACHMENT II -- BUDGET.....	16
ATTACHMENT III – CERTIFICATIONS AND OTHER REGULATIONS.....	17-23
ATTACHMENT IV – RECORDS TO BE MAINTAINED.....	24-27
ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT	28-34

**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2024/25**

This AGREEMENT is made by and between THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and CITY OF ORMOND BEACH, a governmental entity located in Volusia County, Florida (hereinafter referred to as the "SUBRECIPIENT").

WITNESSETH:

WHEREAS, the COUNTY has the authority to enter into a binding agreement for the expenditure of all or a portion of its Community Development Block Grant (CDBG) funds; and

WHEREAS, the regulations of 24 CFR 570, (as now in effect and as may be amended from time to time), which are incorporated by reference, constitute a part of this AGREEMENT; and

WHEREAS, the COUNTY has determined that the SUBRECIPIENT, through its participation in the County of Volusia Urban County Community Development Block Grant, meets the requirement for subrecipients as defined at 24 CFR 570.500(c); and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the COUNTY and the SUBRECIPIENT or its authorized agent ("Agent") agree as follows:

1. **Responsibility for Grant Administration:** In accordance with Subpart J of 24 CFR 570, the COUNTY is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of subrecipients or contractors does not relieve the COUNTY of this responsibility. The COUNTY is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in 24 CFR 570-910.
2. **Other Program Requirements:** This AGREEMENT shall require the SUBRECIPIENT and/or its Agent, as applicable, to carry out each activity in compliance with all federal laws and regulations in Subpart K of 24 CFR 570 as further described in ATTACHMENT III—Certifications and Other Regulations, which is attached hereto and made a part hereof as if fully rewritten, except that:
 - a. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S environmental responsibilities as described in 24 CFR 570.604; and

- b. Neither the SUBRECIPIENT nor its Agent, as applicable, is required to comply with the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, as amended, and described in 49 CFR Part 24; and
 - c. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S responsibility for initiating the governmental review process under Executive Order 12372, as described at 24 CFR 576.612.
- 3. **Scope of Services:** The SUBRECIPIENT or its Agent, as applicable, hereby agrees to allow expenditure of "Urban County CDBG" funds, as defined in 24 CFR 570.3, within its jurisdiction. The COUNTY, SUBRECIPIENT or its Agent, as applicable, hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing activities as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK, which is attached hereto and made a part hereof as if fully rewritten. Changes in ATTACHMENT I—STATEMENT OF WORK may be requested from time-to-time by the COUNTY or the SUBRECIPIENT or its Agent, as applicable, and shall be incorporated as written amendments to this AGREEMENT. The SUBRECIPIENT or its Agent, as applicable, certifies that the Community Development project(s) provided for herein shall be given maximum feasible priority to activities that benefit low-or moderate-income families, according to the metrics set forth in 24 CFR 570.3, or aid in the prevention or elimination of slums or blight.
- 4. **Time of Performance:** This AGREEMENT shall take effect from October 1, 2024 through and including September 30, 2025. If necessary, the performance period of the AGREEMENT may be extended through a formal amendment process initiated by a written request from the SUBRECIPIENT.
- 5. **Compensation:** The COUNTY shall compensate the SUBRECIPIENT or its Agent, as applicable, for all allowable and eligible expenditures made for those community development project(s) for which they are responsible as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK. Compensation shall be made in accordance with the budget schedule set forth in ATTACHMENT II—BUDGET, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this AGREEMENT.
- 6. **Method of Payment:** Subject to receipt of funds from the United States Treasury, the COUNTY agrees to reimburse the SUBRECIPIENT or its Agent, as applicable, for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained by the SUBRECIPIENT or its Agent, as applicable, under generally accepted accounting principles and procedures approved by the COUNTY and outlined in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The documentation required to support reimbursement requests from the COUNTY are listed in ATTACHMENT V. A reimbursement request received with all the necessary backup and compliance verification will be classified as a proper invoice and processed as such. All payments by the COUNTY shall be governed by the Florida Prompt Payment Act (Part VII of Chapter 218, Florida Statutes), as applicable.

7. **Compliance with Regulations:** The SUBRECIPIENT and its Agent shall comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, including those listed in ATTACHMENT III-CERTIFICATION AND OTHER REGULATIONS, which are attached hereto and made a part hereof as if fully rewritten.
8. **Maintenance and Availability of Records:** In connection with the AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred, as more fully described in ATTACHMENT IV-RECORDS TO BE MAINTAINED, which is attached hereto and made a part hereof as if fully rewritten.

Copies of all CDBG related records generated by the SUBRECIPIENT or its Agent, as applicable, shall be available for inspection by the Department of Housing and Urban Development, the Comptroller General of the United States, and any authorized representative of the COUNTY.

Such records shall be available at the SUBRECIPIENT or its Agent's offices, as applicable, at all reasonable times during the contract period and kept for a period of five (5) years after expiration of this AGREEMENT. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have cancelled the final payment date. In such a case, the retention period will not commence again until final settlement of the claim, investigation or litigation.

This Section 8 shall be in addition to, and not in lieu of, the Florida Public Records law requirements set forth in Section 22 herein.

9. **Request for Monthly Reimbursement and Expense Summary:** The form provided in ATTACHMENT V and other such documentation as described above shall be submitted to the COUNTY by the 10th day of each month for the preceding month. All required reports and backup documentation, as described in ATTACHMENT V, must be provided for the COUNTY to accept the request as a proper invoice for payment. The payment request will be rejected if all required documentation is not provided, or if the project has not met Davis-Bacon Fair Labor Standard compliance requirements during the period of the payment request. The COUNTY shall process and make payment to the SUBRECIPIENT in accordance with the Florida Prompt Payment Act, as applicable, for reimbursement requests received that meet the requirements of a proper invoice.
10. **Program Income:** All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570.504 (c) of the CDBG regulations. The AGREEMENT, ATTACHMENT II – BUDGET, specifies whether program income received is to be returned to the COUNTY or retained by the SUBRECIPIENT and/or its Agent, as applicable.
11. **Reversion of Assets:** Upon expiration of this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, agrees to transfer to the COUNTY any CDBG funds on hand

at the time of expiration and shall assign any accounts receivable attributable to the use of CDBG funds to the COUNTY. It shall also ensure that any real property under the SUBRECIPIENT or its Agent's control, as applicable, that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- a. Used to meet one of the National Objectives in 24 CFR 570.208 until 5 years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the COUNTY; or
- b. Is disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in Paragraph 11.a. above).

12. **Subcontracting:** All work or services covered by this AGREEMENT, which is subcontracted, shall be specified by written contract and subject to all provisions of this AGREEMENT. **All subcontracts must be submitted to the COUNTY for its prior written approval and are subject to such approval prior to any execution thereof.**

13. **Suspension and Termination:** The COUNTY may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any CDBG funds at its discretion if the SUBRECIPIENT or its Agent, as applicable:

- a. Violates any provision of this AGREEMENT; or
- b. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
- c. Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of Housing and Urban Development has issued or shall subsequently issue during the period of this AGREEMENT; or
- d. Fails to complete performance in a timely manner; or
- e. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

The COUNTY may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the SUBRECIPIENT or its Agent, as applicable, 30 days' written notice, in the event that the Secretary of HUD shall:

- a. Withdraw funds allocated to the COUNTY under its application for program activities that substantially prevent performance of the Community Development program in the COUNTY;
 - b. Terminate the COUNTY'S funding allocation pursuant to an Act of Congress.
- 14. **Audit:** The SUBRECIPIENT and its Agent, as applicable, shall comply with the audit requirements set forth in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- 15. **Conflict of Interest:** The SUBRECIPIENT certifies that it and its Agent, as applicable, maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.

Except for the use of CDBG funds to pay for salaries and other related administrative or personnel costs, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT or its Agent, as applicable, who exercises decision making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract or agreement regarding those activities or in the proceeds of the activities. Specifically:

- a. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, designated public agency, SUBRECIPIENT or its Agent; and to their immediate family members, and business partner(s).
 - b. The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee, SUBRECIPIENT or its Agent, as applicable, organization.
 - c. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities (Section 570.201-205); and provision of loans to individuals, businesses and other private entities.
 - d. Upon written request, exceptions may be granted by HUD after consideration of the cumulative effect of various factors on a case-by-case basis, and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.
- 16. **Indemnification:** The SUBRECIPIENT and its Agent, as applicable, shall hold harmless, defend and indemnify 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, the U.S. Department of Housing and Urban Development, and any other governmental

agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT'S, or its Agent's, employees', or officers' performance or non-performance of the terms of this AGREEMENT.

17. **Additional Provisions:** Notwithstanding anything set forth in this AGREEMENT to the contrary, nothing in this AGREEMENT shall be deemed as a waiver of immunity or limits of liability of the COUNTY beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY for damages arising from any claims related to this AGREEMENT, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY OF VOLUSIA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.
18. In no event shall the COUNTY be liable to the SUBRECIPIENT or its Agent, as applicable, for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this AGREEMENT.
19. The SUBRECIPIENT shall, and shall ensure that its Agent, as applicable, shall at its own expense, defend, indemnify 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 liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any claim or cause of action whatsoever, contract, equity or tort (including personal injury, death, and damage to tangible property) to the extent caused by the SUBRECIPIENT's or its Agent's, as applicable, negligence or intentional tortuous conduct in the performance of this AGREEMENT.
20. Notwithstanding the provisions of Paragraph 17, the SUBRECIPIENT and its Agent, shall save, indemnify, and hold the COUNTY harmless from any and all claims and actions from the SUBRECIPIENT's Subcontractors for payment for Services and Software provided by Subcontractors for the SUBRECIPIENT or its Agent, as applicable, under this AGREEMENT.
21. **Venue / Jurisdiction / Attorney's Fees.** This AGREEMENT shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this AGREEMENT shall, if in state court, be in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this AGREEMENT, the parties agree to bear

their own attorneys' fees and costs, unless otherwise expressly provided herein.

22. **PUBLIC RECORDS.** Pursuant to section 119.0701(2)(a), Florida Statutes, the COUNTY is required to provide SUBRECIPIENT with this statement and establish the following requirements as contractual obligations pursuant to the AGREEMENT:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5955, communityassistance@volusia.org, or by mail, Community Assistance Division, Attn: Public Records Custodian, 121 W. Rich Ave., DeLand, FL 32720.

By entering into this AGREEMENT, SUBRECIPIENT acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this AGREEMENT 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 Subrecipient entering into an AGREEMENT 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 AGREEMENT.
- 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 AGREEMENT term and following completion or termination of the AGREEMENT if the SUBRECIPIENT does not transfer the records to the COUNTY.
- D. Upon completion or termination of the AGREEMENT, transfer, at no cost, to the COUNTY all public records in the possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion or termination of the AGREEMENT, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion or termination of the AGREEMENT, the SUBRECIPIENT 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.

Pursuant to current state law, requests to inspect or copy public records relating to the COUNTY'S AGREEMENT for services must be made directly to the COUNTY. If SUBRECIPIENT receives any such request, SUBRECIPIENT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the SUBRECIPIENT of such request, and the SUBRECIPIENT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

SUBRECIPIENT 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. SUBRECIPIENT 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. SUBRECIPIENT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the SUBRECIPIENT'S failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by SUBRECIPIENT'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. SUBRECIPIENT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against SUBRECIPIENT from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

23. SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. SUBRECIPIENT and its Agent, as applicable, agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any Subcontractors to comply with all laws, as applicable, and to assist COUNTY in complying with the same as it relates to all aspects of this AGREEMENT.
24. The SUBRECIPIENT and its Agent, as applicable, agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT and its Agent, as applicable, that are directly related to this AGREEMENT. The SUBRECIPIENT shall, and shall require its Agent, as applicable, to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this AGREEMENT. The SUBRECIPIENT and its Agent, as applicable, shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public

Records Act is not applicable, for a minimum period of three (3) years after termination of this AGREEMENT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to the SUBRECIPIENT's or its Agent's records, as applicable, the SUBRECIPIENT and its Agent shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its Agent, as applicable. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

25. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this AGREEMENT will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

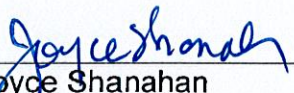
In the case of COUNTY:	with a copy of legal notices to:
County of Volusia Attn: Carmen Hall Director, Community Assistance Address: 121 W. Rich Ave. DeLand, FL 32720 Phone: (386) 736-5955 Fax: (386) 740-5112	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave. Room 301 DeLand, FL 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of SUBRECIPIENT:	with a copy of legal notices to:
City of Ormond Beach Attn: Joyce Shanahan, City Manager Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3200 Fax: (386) 676-3384	Attn: Randy Hayes, City Attorney Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

26. Each party will act in good faith in the performance of its respective responsibilities under this AGREEMENT and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this AGREEMENT.
27. This Agreement shall not be assigned, transferred, or encumbered by SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.
28. By entering into this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this AGREEMENT for any litigation limited solely to the parties of this AGREEMENT and to the Agent of SUBRECIPIENT, as applicable.
29. If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this AGREEMENT shall remain in full force and effect unless the COUNTY or the SUBRECIPIENT elect to terminate this AGREEMENT. An election to terminate this AGREEMENT based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this AGREEMENT, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
30. This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.
31. **Amendments:** Upon mutual consent of both parties, this AGREEMENT may be amended in writing.

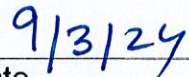
**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2024/25**

SIGNATURE PAGE

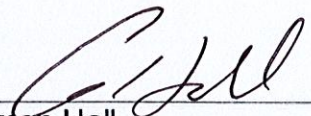
IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this AGREEMENT.



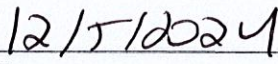
Joyce Shanahan
City Manager
City of Ormond Beach



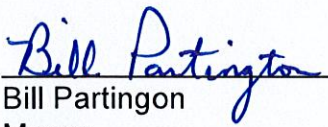
Date



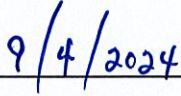
Carmen Hall
Community Assistance Director
County of Volusia



Date



Bill Partington
Mayor
City of Ormond Beach



Date

SEP 9 PM 3:22

ATTACHMENT I – STATEMENT OF WORK

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

The organization responsible for implementing each activity and a brief description of the activity is identified below. Implementation of these activities shall comply with the regulations of 24 CFR 570, as now in effect and as may be amended from time to time.

The COUNTY shall:

1. Be responsible for monitoring all programmatic regulations, to provide review and certification that environmental regulations have been adhered to and providing technical assistance as requested.
2. Be responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.
3. The County's Housing and Grants Staff shall review and approve, prior to execution, all procurement procedures and subcontracts for compliance with the Davis-Bacon Fair Labor Standards Provisions, Minority and Women's Business Enterprise (MWBE) affirmative requirements, Executive Order 11246, Section 3 of Housing and Urban Development Act of 1968, Federal Debarment/Suspension of contractors, and other applicable federal labor and equal opportunity requirements.

The SUBRECIPIENT shall be responsible for implementing the following activities:

1. Military Boulevard Sidewalk: Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.
2. Hope Place Family Support Specialist: Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.
3. Be responsible for ensuring that funds distributed are used in accordance with CDBG guidelines by extending all provisions of this subrecipient agreement to written agreements with funded agency. The SUBRECIPIENT will perform programmatic monitoring of this agency and maintain records documenting this monitoring.
4. Be responsible for contacting the Volusia County Community Assistance Housing and Grants Staff **prior** to implementing any phase of construction of the above listed activities. The City agrees to inform and include the Housing and Grants Staff in all pre-bid, bid, pre-construction, or any other applicable meeting related to the above listed activities
5. Be responsible for compliance with all Davis-Bacon Fair Labor Standard regulations with regard to the above listed construction projects. The City agrees to provide certified payroll and contractors invoices related to the above listed activities to the Volusia County Housing and Grants Staff for approval **prior** to requesting reimbursement for any expenditure.

SECTION B – AREA SERVICES

Persons residing in the geographic location of the following Census Tracts and Block Groups will benefit from the above listed activities. The percentage of low/moderate income persons residing in each Census Tract and Block Group, as defined by the American Community Survey data, is shown below.

Activity	Census Tract(s)/ Block Group(s)	Percentage Low/Moderate Income Persons
Capital Projects		
Military Boulevard Sidewalk	80805/1	67.92%
Public Services		
Hope Place Family Support Specialist	N/A	N/A

SECTION C – WORK SCHEDULE

SUBRECIPIENT

Description of Activities	Time	Quantity	Milestone
<u>Military Boulevard Sidewalk</u> : Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.	October 1, 2024 to September 30, 2025	1,260 LMI Persons	Completion by September 30, 2025
<u>Hope Place Family Support Specialist</u> : Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.		700 Homeless Persons	

SECTION D – WORK REVISIONS

The work elements contained herein set forth specific objectives, activities, and schedules. Requests to revise Section A through C may be deemed necessary by the SUBRECIPIENT or its Agent, as applicable. Any revision is subject to prior written approval by the COUNTY.

SECTION E – LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

The SUBRECIPIENT agrees to provide the following level of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units per Year</u>
Military Boulevard Sidewalk	N/A	1,260 LMI Persons
Hope Place Family Support Specialist	N/A	700 Homeless Persons

Note: Units means the number of low- and moderate-income persons residing in the area that will benefit directly from new or improved access to an infrastructure or public facility benefit and those persons who have low- and moderate-incomes.

SECTION F – RECORDS AND REPORTS TO BE PROVIDED AND MAINTAINED

Records and reports to be provided to the COUNTY:

1. The SUBRECIPIENT and/or its Agent shall provide on a monthly basis until the AGREEMENT is closed, the Request for Funds Reimbursement Form, ATTACHMENT V to this AGREEMENT. The Request for Funds Reimbursement Form contains five sections: Section I - Monthly Reimbursement Request and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action. **Each section must be completed and submitted on a monthly basis regardless of the activity level until the Agreement is closed.**
 - Section I – Monthly Reimbursement Request and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
 - Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Military Boulevard Sidewalk.
 - Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
 - Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
 - Section IV - Plan of Action (POA) must be submitted for the following activities: Military Boulevard Sidewalk.
 - i. If any of the dates in the POA attached to this agreement change by 60 days or more, the SUBRECIPIENT must submit an amendment request to amend the POA.
2. The SUBRECIPIENT and/or its Agent shall provide other reports as may be prescribed by the COUNTY or the Secretary of HUD from time to time.

Records to be maintained by the SUBRECIPIENT:

The SUBRECIPIENT and/or its Agent shall maintain all required records, which are applicable to the CDBG-assisted activity, as set forth in ATTACHMENT IV to this AGREEMENT.

ATTACHMENT II – BUDGET

The total amount of CDBG funds allocated to community development activities in City of Ormond Beach is **\$199,463**. The following chart provides details as to the organization responsible for implementing each of the activities, a description of the activities and the amount of funds budgeted for the activity.

RESPONSIBILITY	DESCRIPTION OF ACTIVITY	BUDGET
City of Ormond Beach	<u>Military Boulevard Sidewalk</u> : Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.	\$169,544
City of Ormond Beach	<u>Hope Place Family Support Specialist</u> : Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.	\$29,919
TOTAL		\$199,463

In the event Program Income is generated, such income shall be returned to the COUNTY.

ATTACHMENT III – CERTIFICATION AND OTHER REGULATIONS

SECTION A – APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The COUNTY, SUBRECIPIENT and their Agents which are, or represent governmental entities, shall comply with the requirements and standards, and any revisions or amendments thereto, of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and with the applicable portions of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" as provided in 24 CFR 570.502.

SECTION B – EQUAL OPPORTUNITY

The SUBRECIPIENT and their Agent agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the SUBRECIPIENT, this assurance shall obligate the SUBRECIPIENT, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
3. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation under, any program or activity funded in whole or in part with the Community Development funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
5. Executive Order 11246, an amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contracts.
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 75), shall govern all housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000 of housing and community development financial assistance, including CDBG, as follows:
 - a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 75 and agrees to take appropriated action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 75.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
7. The affirmative requirements, as set forth in 24 CFR Part 85.36 (e), to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, to include the following actions:
- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises;
 - e. Using the services and assistance of the Small Business Administration and the Minority Businesses Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) – (e) of the section.

SECTION C – INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

SECTION D – INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the SUBRECIPIENT or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

SECTION E – HATCH ACT

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

SECTION F – DAVIS-BACON FAIR LABOR STANDARDS PROVISIONS

The SUBRECIPIENT agrees to comply with 24 CFR 570.603, Labor Standards of the Regulations published by HUD for Community Development Block Grants.

SECTION G - USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SECTION H – ANTI-LOBBYING

The SUBRECIPIENT agrees that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. In connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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 the Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION I – COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The SUBRECIPIENT agrees to comply with any conditions resulting from the COUNTY'S compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to the activities set forth in ATTACHMENT I – STATEMENT OF WORK.

SECTION J – COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

This AGREEMENT is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this AGREEMENT is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this AGREEMENT for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102 (2) of Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this AGREEMENT.

SECTION K – COMPLIANCE WITH AIR AND WATER ACTS

This AGREEMENT is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the COUNTY shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this AGREEMENT, the following requirements.

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

SECTION L – HISTORIC PRESERVATION

The AGREEMENT is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The COUNTY must take into account the effect of a project on any district, site, building, structure or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

SECTION M – ARCHITECTURAL BARRIERS

This AGREEMENT is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with the requirements of the "American Standards

Specifications for Making Buildings and Facilities Accessible To, and Usable By, the Physically Handicapped."

SECTION N – LEAD BASED PAINT

This AGREEMENT is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.608). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

SECTION O – PROPERTY DISPOSITION

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the COUNTY. The proceeds from the disposition of real property shall be considered program income and subject to 24 CFR 570.504(c).

SECTION P – ACQUISITION/RELOCATION

This AGREEMENT is subject to providing a certification that the parties will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

SECTION Q – COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT

The SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ATTACHMENT IV – RECORDS TO BE MAINTAINED

The SUBRECIPIENT and its Agents shall establish and maintain sufficient records to enable the COUNTY and/or the Secretary of the Department of Housing and Urban Development (HUD) to determine whether the terms and condition of this AGREEMENT have been met. At a minimum, the parties shall maintain the following records for the term of the AGREEMENT and five (5) years after closure:

Section A. The COUNTY shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding, and the provision of Subpart C – Eligible Activities of 24 CFR Part 570 under which the activity is eligible for CDBG-assistance.
2. Records demonstrating that each activity undertaken pursuant to this AGREEMENT meets one of the criteria for meeting the CDBG National Objectives set forth in 24 CFR 570.208. The COUNTY will require the SUBRECIPIENT to maintain or produce records to support the activity's CDBG eligibility and its criteria for meeting the CDBG National Objectives as set forth in Section II below.
3. Records that demonstrate the COUNTY has made the determinations required as a condition of eligibility of certain activities, as prescribed in Sections 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).
4. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
5. Records that demonstrate compliance with fair housing and equal opportunity laws

Section B. The SUBRECIPIENT shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding.
2. For each activity determined to benefit LMI persons based on the area served by the activity:
 - a. The boundaries of the service area;
 - b. The income characteristics of families and unrelated individuals in the service area; and

- c. If the percent of LMI persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii).

NOTE: Military Boulevard Sidewalk: These activities have been determined by the COUNTY to benefit Low Moderate Income (LMI) persons because the service areas served by the activities have at least 51 percent of the residents with low and moderate incomes.

- 3. Records to support that each activity undertaken pursuant to this AGREEMENT is eligible for CDBG-assistance and meets one of the criteria for meeting the CDBG National Objectives. Such records shall include the following information:
 - a. Documentation establishing that the facility or service is designed for and used by LMI persons, for which the regulations provide presumptive benefit to LMI persons; or
 - b. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by LMI persons; or
 - c. Documentation showing the size and annual income of the family or each person receiving the benefit as defined by HUD in 24 CFR 570.3.
- 4. Records that demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- 5. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
- 6. Records that demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
- 7. Fair housing and equal opportunity records applicable to the nature of the activity as follows:
 - a. Documentation of the actions the SUBRECIPIENT has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the Community, and documentation of any other official actions the Community has taken that demonstrate its support for fair housing, such as development of a fair housing analysis described in 24 CFR 570.904(c).
 - b. Data on the extent to which each racial and ethnic group and single headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funding in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or

maintain any particular statistical measure by race, ethnicity or gender in covered programs.

- c. Data on employment in each of the SUBRECIPIENT'S operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to ensure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating units funded in whole or in part under this part.
- d. Data indicating the race and ethnicity of households (and gender of single head of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- e. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of SUBRECIPIENT'S affirmative steps to ensure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontract as sources of supplies, equipment, constructions, and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.
- f. Documentation of the affirmative action measures the SUBRECIPIENT has taken to overcome prior discrimination, where the courts or HUD have found that the SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, or sex in administering a program or activity funding in whole or in part with CDBG funds.
- g. Section 3 records. For those contracts governed by Section 3, the following documentation will be required from the SUBRECIPIENT and/or its Agent to evaluate compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended and the HUD regulations issued pursuant thereto in 24 CFR Part 75:
 - 1. Project description, location, total funding limit and the period of performance.

2. A summary table identifying the number and category types of the Section 3 residents and business concerns employed/trained on the project. The summary should also include the total amount of funds expended on payroll for Section 3 employment and/ or the amount of the Section 3 business concern's subcontract.
 3. If the numerical goals defined by the COUNTY cannot be met, documentation showing why it was not feasible to meet the established goals or impediments encountered despite action taken must be provided.
 4. Documentation regarding other economic opportunities provided such as: (a) other training and employment related opportunities such as "upward mobility", "bridge" and trainee positions to fill vacancies, hiring Section 3 residents within other housing developments and, hiring in part time position; (b) other business related economic opportunities such as to establish, stabilize or expand Section 3 business concerns will also be considered in evaluating compliance.
8. Financial Records. Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.
 9. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of the CDBG regulations (ATTACHMENT III – Certification and Other Requirements).

ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT

The Request for Funds Reimbursement Form is due to the COUNTY by the 10th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed. The Request for Funds Reimbursement Form is a monthly submittal requirement for all SUBRECIPIENTS and/or their Agents. It is made up of five sections: Section I - Monthly Reimbursement Request and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action.

- Section I – Monthly Reimbursement Request and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
- Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Military Boulevard Sidewalk.
- Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
- Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
- Section IV - Plan of Action must be submitted for the following activities: Military Boulevard Sidewalk.

Requesting reimbursement:

Reimbursement requests and related backup documentation received from the SUBRECIPIENT will be reviewed by the COUNTY to determine if the requirements for a proper invoice are met. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable

A proper invoice for reimbursement will:

- Include only expenses that are allowable, eligible and procured in accordance with the program requirements.
- Include only expenses that are allocable to projects within this agreement.
- Include proof of payment by the SUBRECIPIENT.
- Include an invoice for the work, if applicable. The invoice must state when the work was completed and the name of the contractor that completed the work.
- Be in compliance with all Davis-Bacon Fair Labor Standard requirements if construction work was completed by a contractor. If applicable, the COUNTY must have all necessary employee interviews and approved certified payroll reports from all related contractors and subcontractors for the dates being invoiced.
- Be in compliance with all Section 3 and M/WBE reporting requirements.
- Will include backup documentation to demonstrate that expenses for work completed by employees of the SUBRECIPIENT are allocable to the project, if applicable. Documents to demonstrate employee expenses may include payroll records, signed timesheets, and evidence of costs of employment.

SECTION I
FY 2024/25
Community Development Block Grant
Monthly Reimbursement Request and Expense Summary Form
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175

Contact Person: _____ **Telephone:** _____

Month of Report - this is the month that is being reported on:
 (the report must be submitted by the 10th day of the following month) _____

Reimbursement Funds Requested for this Period: _____ **Final Request:** ☐ Yes ☐ No

What timeframe did the original expenses occur? From _____ To _____

Description of Activity	Total Budget	Expenses This Month	Expenses To-Date	Available Balance
<u>Military Boulevard Sidewalk:</u> Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.	\$169,544			
<u>Hope Place Family Support Specialist:</u> Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.	\$29,919			
Total	\$199,463			
AMENDMENT JOURNAL				

I certify that the above costs are true and valid costs incurred in accordance with the subject agreement.

Fair Housing Activities Description:
 (fair housing activities must be reported at least every quarter) _____

Agency Authorized Signature: _____ **Request Date:**
 (actual date signed) _____

Print Name of Agency Authorized Signature: _____

SECTION II A – CDBG Capital Project Status Report FY 2024/25

Subrecipient: City of Ormond Beach

Project Name: Military Boulevard Sidewalk

Month of Report - this is the month that is being reported on: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation: _____ Project budget: _____ Actual award: (if known) _____

Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? _____

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Estimated project/activity completion date: _____

10. Percent of project/activity completed to date: _____

11. Method of procurement identified in application (i.e., formal sealed bid, written quote...): _____

Is this still applicable: ☐ Yes ☐ No

If not, describe changes and/or proposed procurement method:

12. Have any project dates changed by more than 60 days since the last Plan of Action was approved? ☐ Yes ☐ No

13. Has a new subrecipient agreement amendment Plan of Action been submitted? ☐ Yes ☐ No

14. Describe specific work tasks and quantified accomplishments completed this month:

15. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION II B – CDBG Public Service Status Report FY 2024/25

Subrecipient: City of Ormond Beach

Project Name: Hope Place Family Support Specialist

Month of Report - this is the month that the subrecipient expended funds: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation: _____ Project budget: _____

Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? _____

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Is a Clientele Status Report included? ☐ Yes ☐ No

10. Estimated project/activity completion date: _____

11. Percent of project/activity completed to date: _____

12. Describe specific work tasks and quantified accomplishments completed this month:

13. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION III -- LMI CDBG Clientele Status Report FY 2024/25

Subrecipient City of Ormond Beach **Activity Name** Hope Place Family Support Specialist

Timeframe Covered by this Report From _____ To _____

Final Report? ☐ Yes ☐ No

COMPLETE THE FOLLOWING TWO (2) TABLES FOR PERSONS SERVED BY THE ACTIVITY DURING THE REIMBURSEMENT PERIOD.

Total Number of Persons Assisted this month

TABLE I: Participant Racial and Ethnic Characteristics:
(Please be as specific as possible in reporting this section)

Racial and Ethnic Characteristics	Month	CDBG Program to Date	Hispanic Month	Hispanic to Date
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African Am.				
Other Multi Racial				
TOTAL PERSONS				

PLEASE NOTE: The Total Number Served is to be an **unduplicated count** of persons served during the reporting period.

TABLE II: Participant Income Level

<u>Income Level</u>	<u>Month</u>	<u>Year to Date</u>
Extremely Low-Income Persons		
Low-Income Persons		
Moderate-Income Persons		
TOTAL PERSONS		

LMI CDBG Clientele Status Report Instructions

TABLE I: Provide the total number of persons assisted by the activity during the reporting month and year to date for each applicable category of Racial and Ethnic groups. Use the category that most closely reflects an individual's recognition in his/her community for purposes of reporting a person of mixed racial and/or ethnic origins. Monthly counts and year to date counts should be an actual unduplicated number, not an estimate. Please make sure that these numbers equal the total number of individuals served. Below are guidelines for this section:

White: A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as 'Haitian' or 'Negro' can be used in addition to 'Black or African American'.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korean, Malaysia, Pakistan, the Philippine Island, Thailand, and Vietnam.

American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

American Indian/Alaskan Native & White: A person having origins of both of the above-mentioned characteristics.

Asian & White: A person having origins of both of the above-mentioned characteristics.

Black/African American & White: A person having origins of both of the above-mentioned characteristics.

American Indian/Alaskan Native & Black African American: A person having origins of both of the above-mentioned characteristics.

TABLE II: Income Level Definitions:

Extremely Low Income Person: Member of a family that has an income equal to or less than the Section 8 limits for 30% of Median income established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Low-Income Person: Member of a family that has an income equal to or less than the Section 8 Very Low-income limits established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Moderate-Income Person: Member of a family that has an income equal to or less than the Section 8 Low-income limit and greater than the Section 8 Very-Low income limit established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Section IV - CDBG Plan of Action FY 2024/25

Subrecipient	CITY OF ORMOND BEACH			
Project Name	Military Boulevard Sidewalk			
Is project being implemented by forced labor (employees of the Subrecipient)?				☐ Yes ☐ No
Milestones	Originally Submitted Date	Current Amended Date (if applicable)	Requesting Amended Date (if applicable)	Actual Date
Authorization to Proceed Received	10/1/2024			
Technical Design & Procurement Documents, Municipality Approved	12/6/2024			
Complete Solicitation Package Submitted to Volusia County	12/9/2024			
Solicitation Package Approved by Volusia County	12/16/2024			
Solicitation Advertised	2/16/2025			
Pre-Bid Meeting	3/4/2025			
Bid Opening	3/18/2025			
Contract Award	4/15/2025			
Pre-Construction Meeting	5/5/2025			
Issue Notice to Proceed	5/12/2025			
Project Start Date	5/12/2025			
Project Completed	8/31/2025			
All Reimbursement Requests Submitted to Volusia County	9/30/2025			



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-50
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Fleet Management		
Subject:	Request to Purchase - 1 Cat Mini Excavator		
Summary:	This purchase of this vehicle will replace equipment #276, a 2006 Gradall X. The Gradall X has been utilized by the Stormwater Maintenance and Street Maintenance Sections to perform routine maintenance tasks to Rights-of-Way, sidewalk repair/replacement, and swale and ditch maintenance. This vehicle was also utilized extensively during Emergency Debris removal. This vehicle has provided nearly twenty years of service to Public Works operations; it has been determined that this vehicle has exceeded its useful, where the cost to maintain the equipment exceeds the cost of replacement, The Caterpillar 303E, upgraded to 306 Mini Hydraulic Excavator, CFG14B will be purchased through the Florida Sheriff's Contract, FSA23-EQU21.0, which has been rolled over into 2024 pursuant to section 3.05 Contract Extension. The contract may be extended by mutual agreement for up to 2 additional years, on a year by year basis. The vehicle being replaced will be offered for sale through sealed bid procedures or auctioned. It is anticipated an average of \$1,500 - \$3,000 per unit will be realized. Those funds would be returned to the Vehicle and Equipment Replacement Fund.		
Financial Impact:	Funding for the Purchase of one (1) Caterpillar 303E, upgraded to 306 Mini Hydraulic Excavator, CFG14B for use in Stormwater and Street Maintenance Sections of Public Works is included in Fiscal Year 2024-2025 Budget Fund 107-Stormwater Drainage Improvements in the amount of \$146,649. The Cat Mini Hydraulic Excavator will be purchased from Ring Power Corporation, 500 World Commerce Parkway, St. Augustine, FL 32092.		

Citizen Impact:	This vehicle is vital to the Stormwater and Street Maintenance Section to perform their routine and emergency maintenance related work orders to enable safe passage of sidewalks and effective drainage for the residents of the City of Ormond Beach.	
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended that the City Commission authorize the purchase of one (1) Cat 306 Mini Excavator 303E upgraded to 306 CFG 14B in the amount of \$146,649 from Ring Power Corporation, 500 World Commerce Parkway, St. Augustine, FL 32092.	
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325	
Attachments:	1. 25-50 Purchase Cat Mini Excavator (P24-0231G) 2. CC 423-24 1 Cat Mini Excavator - signed 3. Cat 306 FSA 2025 (2) 4. 276 Evaluation (1) 5. 2025 EPP	
Approval:	Kelly McGuire, Finance Director	1/24/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/28/2025
	Joyce Shanahan, City Manager	1/28/2025

RESOLUTION NO. 2025-50

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE CATERPILLAR MINI HYDRAULIC EXCAVATOR, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-EQU21.0; DECLARING VEHICLE #276 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, City is seeking to replace vehicle #276, a 2006 Gradall X, which has been determined to have exceeded all criteria for replacement, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one (1) Caterpillar 306 Mini Hydraulic Excavator CFG14B in the amount of \$146,649.00, under the Florida Sheriffs Association Bid FSA23-EQU21.0, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of one (1) Caterpillar 306 Mini Hydraulic Excavator CFG14B from Ring Power Corporation, for a total price of \$146,649.00, and

WHEREAS, the City Manager has certified that funds for the purchase will be derived from the Stormwater Fund (107) in the amount of \$146,649.00 and that said funds have not been appropriated for any other purpose; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of one (1) Caterpillar 306 Mini Hydraulic Excavator CFG14B from Ring Power Corporation, in the amount of \$146,649.00, and to pay the costs therefore from the Stormwater Fund.

SECTION TWO. The City Commission hereby declares vehicle #276 to be surplus property, and the appropriate City staff members are hereby further authorized to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500375
Vendor: Ring Power Corporation
Resolution No. 2025-50

Requisition By: Gray
Date: 2/4/2025

Reason: Purchase of One (1) Cat 306 Mini Excavator

Purchase of One (1) Cat 303 Mini Excavator, replacing #276
Florida Sheriffs Association Contract FSA23-EQU21.0, Spec #107
Funding through Fund 107 – Stormwater
The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	DISCOUNT	AMOUNT
1	Cat 303 Mini Excavator	EA	1	\$51,554.00		\$51,554.00
2	Upgrade to 306 CFG14B Cab/Air	EA	1	\$35,274.00		\$35,274.00
3	Linkage Bucket	EA	1	\$367.00	20.00%	\$293.60
4	Monitor Next Gen	EA	1	\$1,430.00	20.00%	\$1,144.00
5	Camera	EA	1	\$565.00	20.00%	\$452.00
6	Counter Weight	EA	1	\$2,720.00	20.00%	\$2,176.00
7	Heater	EA	1	\$303.00	20.00%	\$242.40
8	Control	EA	1	\$1,010.00	20.00%	\$808.00
9	Lines	EA	1	\$990.00	20.00%	\$792.00
10	Coupler	EA	1	\$3,979.00	12.00%	\$3,502.00
11	Thumb	EA	1	\$3,368.00	12.00%	\$2,964.00
12	Bucket	EA	1	\$1,639.00	12.00%	\$1,442.00
13	60 Month Warranty	EA	1	\$1,100.00		\$1,100.00
14	Additional Discount	EA	1	-\$1,302.00		-\$1,302.00
15	Flail Mower	EA	1	\$15,500.00	12.00%	\$13,640.00
16	Kit	EA	1	\$153.00	12.00%	\$135.00
17	Tilt Rotator	EA	1	\$24,264.00	12.00%	\$21,352.00
18	Kit, TRS6	EA	1	\$681.00	12.00%	\$599.00
19	Kit, TRS, Swing	EA	1	\$986.00	12.00%	\$867.00
20	Lines, TRS6	EA	1	\$292.00	12.00%	\$257.00
21	Kit TRS Joystick	EA	1	\$2,611.00	12.00%	\$2,298.00
22	Grapple Module	EA	1	\$5,778.00	12.00%	\$5,085.00
23	Bucket- Grad	EA	1	\$2,243.00	12.00%	\$1,974.00
						\$146,649.00

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY(VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: 01/28/2025

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to

and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

FSA Cooperative Purchasing Program



FSA23-EQU21.0: Equipment Final Award Contract Packet



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-EQU21.0: Equipment

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FSA Cooperative Purchasing Program



FSA23-EQU21.0: Equipment Current Contract Prices

FSA Cooperative Purchasing Program



FSA23-EQU21.0: Equipment Final Award Report



**Florida Sheriffs Association Cooperative Purchasing Program
Contract Expiration Schedule**

***NOTE: THE BID PROCESS KICKS OFF 6-9 MONTHS PRIOR TO THE BID EXPIRATION DATE**

September 30, 2025	•Pursuit, Administrative, & Other Vehicles: FSA24-VEL32.0 •Heavy Trucks & Buses: FSA23-VEH21.1
March 31, 2025	•Tires: FSA22-TRS24.1
March 31, 2025	•Fire & Rescue Vehicles, Boats, & Equipment: FSA23-VEF17.0
September 30, 2025	•Equipment: FSA23-EQU21.0
June 30, 2026	•Electric Vehicle Charging Stations, Software, & Other Equipment: FSA24-PWR3.0



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: 7,105 lbs. minimum
- Engine/Cab: Diesel engine, minimum 23 hp, ROPS canopy, gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant
- Travel System: Minimum high-speed travel 2.3 mph, minimum gradeability, 20 degrees, 11" wide rubber belt tracks
- Hydraulic System: Digging depth 9' minimum, auxiliary hydraulic circuit and controls plumbed to the end of stick with disconnect to allow the use of hydro-mechanical work tools, backfill blade, hydraulic swing system.
- Electrical System: Work lights

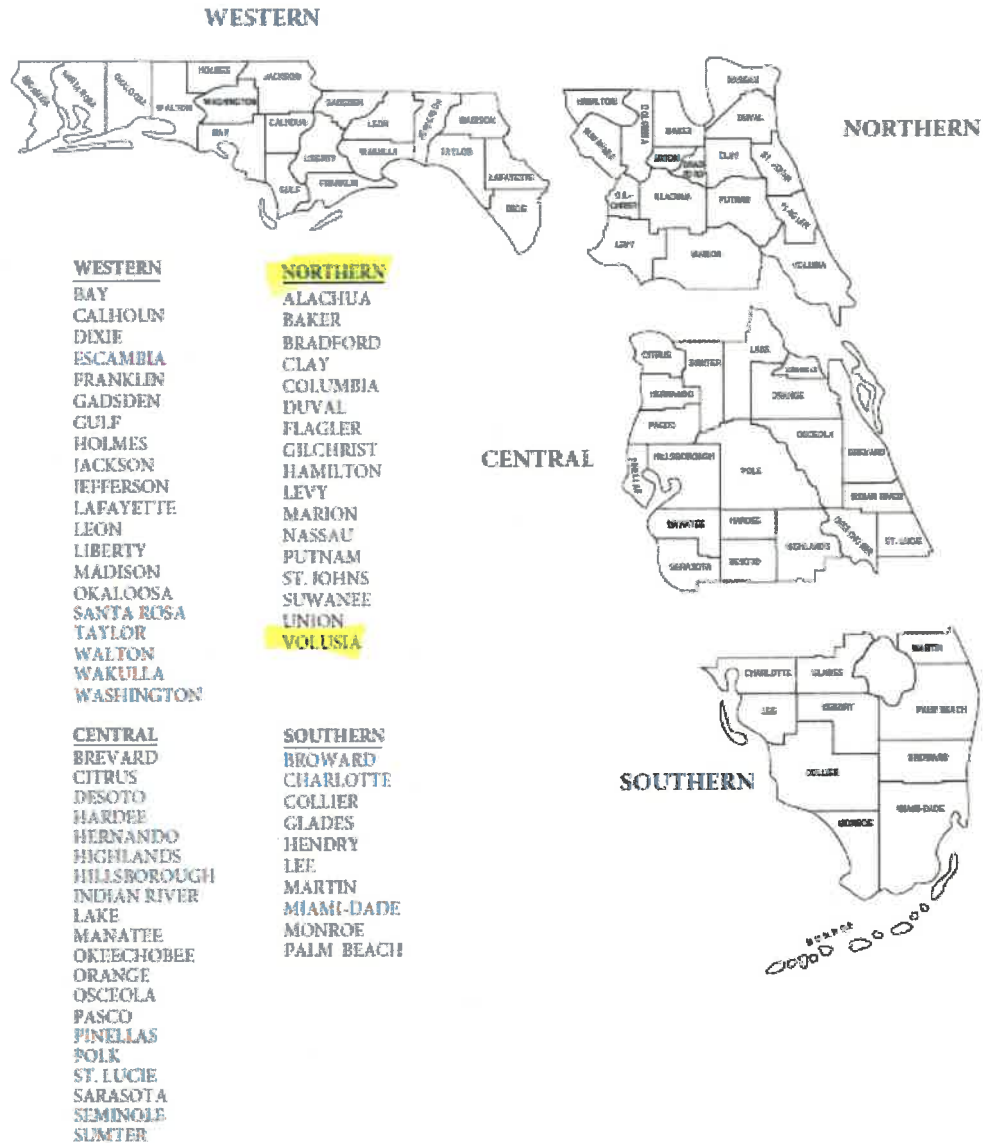
FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

82	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	Caterpillar 317 GC	317 GC	https://www.myvendorlink.com/external/award?i=152500&i=82
83	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	DEVELON DX180LC-5	DX180LC-5	https://www.myvendorlink.com/external/award?i=152500&i=83
84	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	Hitachi ZX160LC	ZX160LC	https://www.myvendorlink.com/external/award?i=152500&i=84
85	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	Hyundai HX160AL	HX160AL	https://www.myvendorlink.com/external/award?i=152500&i=85
86	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	John Deere 160P	160P	https://www.myvendorlink.com/external/award?i=152500&i=86
89	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	Link-Belt 160X4	160X4	https://www.myvendorlink.com/external/award?i=152500&i=89
90	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	Volvo EC160E	EC160E	https://www.myvendorlink.com/external/award?i=152500&i=90
91	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	Case CX170E	CX170E	https://www.myvendorlink.com/external/award?i=152500&i=91
92	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	Bobcat E165	E165	https://www.myvendorlink.com/external/award?i=152500&i=92
93	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	Liebherr R920	R920	https://www.myvendorlink.com/external/award?i=152500&i=93
94	Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight	Caterpillar 336	336	https://www.myvendorlink.com/external/award?i=152500&i=94
95	Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight	DEVELON DX350LC-7	DX350LC-7	https://www.myvendorlink.com/external/award?i=152500&i=95
96	Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight	Hitachi ZX350LC	ZX350LC	https://www.myvendorlink.com/external/award?i=152500&i=96
97	Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight	Hyundai HX330AL	HX330AL	https://www.myvendorlink.com/external/award?i=152500&i=97
98	Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight	John Deere 350P	350P	https://www.myvendorlink.com/external/award?i=152500&i=98
101	Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight	Link-Belt 350X4	350X4	https://www.myvendorlink.com/external/award?i=152500&i=101
102	Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight	Volvo EC350 E	EC350 E	https://www.myvendorlink.com/external/award?i=152500&i=102
103	Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight	Case CX350D	CX350D	https://www.myvendorlink.com/external/award?i=152500&i=103
104	Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight	Hitachi ZX350	ZX350	https://www.myvendorlink.com/external/award?i=152500&i=104
105	Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight	Liebherr R934	R934	https://www.myvendorlink.com/external/award?i=152500&i=105
106	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	Bobcat E32	E32	https://www.myvendorlink.com/external/award?i=152500&i=106
107	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	Caterpillar 303	303	https://www.myvendorlink.com/external/award?i=152500&i=107
108	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	DEVELON DX35Z-7	DX35Z-7	https://www.myvendorlink.com/external/award?i=152500&i=108
109	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	Hitachi ZX35-U	ZX35-U	https://www.myvendorlink.com/external/award?i=152500&i=109
110	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	Hyundai R35Z-9A	R35Z-9A	https://www.myvendorlink.com/external/award?i=152500&i=110
111	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	John Deere 35P	35P	https://www.myvendorlink.com/external/award?i=152500&i=111
114	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	Kubota U35-4	U35-4	https://www.myvendorlink.com/external/award?i=152500&i=114
115	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	Takeuchi TB240	TB240	https://www.myvendorlink.com/external/award?i=152500&i=115
116	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	Volvo EC37F	EC37F	https://www.myvendorlink.com/external/award?i=152500&i=116
117	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	Yanmar VIO35-6A	VIO35-6A	https://www.myvendorlink.com/external/award?i=152500&i=117
118	Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight	Case CX37C	CX37C	https://www.myvendorlink.com/external/award?i=152500&i=118
119	Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type	Gradall XL4200	XL4200	https://www.myvendorlink.com/external/award?i=152500&i=119
120	Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type	Gradall XL4100	XL4100	https://www.myvendorlink.com/external/award?i=152500&i=120
123	Excavator: Vacuum Excavator - Trailer Mounted	Vermeer LP8735SDT	LP8735SDT	https://www.myvendorlink.com/external/award?i=152500&i=123
125	Excavator: Vacuum Excavator - Trailer Mounted	Truac TRXX	TRXX 800	https://www.myvendorlink.com/external/award?i=152500&i=125
126	Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight	Caterpillar M318	M318	https://www.myvendorlink.com/external/award?i=152500&i=126
127	Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight	DEVELON DX210W-7	DX210W-7	https://www.myvendorlink.com/external/award?i=152500&i=127
129	Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight	John Deere 190 GW	190 GW	https://www.myvendorlink.com/external/award?i=152500&i=129
130	Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight	Volvo EW180E	EW180E	https://www.myvendorlink.com/external/award?i=152500&i=130
131	Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight	Case WX210E	WX210E	https://www.myvendorlink.com/external/award?i=152500&i=131
132	Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight	Liebherr A920	A920	https://www.myvendorlink.com/external/award?i=152500&i=132
133	Forklift: Cushion Tire - 4,000 lbs. Capacity	Caterpillar 2CC4000	2CC4000	https://www.myvendorlink.com/external/award?i=152500&i=133
134	Forklift: Cushion Tire - 4,000 lbs. Capacity	Crown CGC20SC-9	CGC20SC-9	https://www.myvendorlink.com/external/award?i=152500&i=134
135	Forklift: Cushion Tire - 4,000 lbs. Capacity	Mitsubishi FG20CN	FG20CN	https://www.myvendorlink.com/external/award?i=152500&i=135
136	Forklift: Cushion Tire - 4,000 lbs. Capacity	Toyota 50-8FGCU20	50-8FGCU20	https://www.myvendorlink.com/external/award?i=152500&i=136
137	Forklift: Cushion Tire - 4,000 lbs. Capacity	Clark S20C	S20C	https://www.myvendorlink.com/external/award?i=152500&i=137
138	Forklift: Cushion Tire - 4,000 lbs. Capacity	Hangcha FP20C	CPYD20-XW7181-C	https://www.myvendorlink.com/external/award?i=152500&i=138
139	Forklift: Cushion Tire - 4,000 lbs. Capacity	Hyundai 25LC-9	25LC-9	https://www.myvendorlink.com/external/award?i=152500&i=139
140	Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity	Case 586H	586H	https://www.myvendorlink.com/external/award?i=152500&i=140
141	Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity	Harlo HP5000	HP5000	https://www.myvendorlink.com/external/award?i=152500&i=141
142	Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity	Master Craft MC Series	MC-5	https://www.myvendorlink.com/external/award?i=152500&i=142
143	Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity	Manitou M30-4	M30-4	https://www.myvendorlink.com/external/award?i=152500&i=143
144	Forklift: Telescopic Tool Carrier/Telehandler	Bobcat TL723	TL723	https://www.myvendorlink.com/external/award?i=152500&i=144
145	Forklift: Telescopic Tool Carrier/Telehandler	Caterpillar TL642	TL642	https://www.myvendorlink.com/external/award?i=152500&i=145
147	Forklift: Telescopic Tool Carrier/Telehandler	Manitou MTA8044	MTA8044	https://www.myvendorlink.com/external/award?i=152500&i=147
148	Forklift: Telescopic Tool Carrier/Telehandler	Xtreme XR843-B	XR843-B	https://www.myvendorlink.com/external/award?i=152500&i=148
149	Forklift: Telescopic Tool Carrier/Telehandler	Snorkel SR9244	SR9244	https://www.myvendorlink.com/external/award?i=152500&i=149
150	Generator: 125kW Stationary	AKSA APD-UJ125	APD-UJ125	https://www.myvendorlink.com/external/award?i=152500&i=150
151	Generator: 125kW Stationary	Blue Star Power Systems JD125-02	JD125-02	https://www.myvendorlink.com/external/award?i=152500&i=151
152	Generator: 125kW Stationary	Caterpillar D125	D125	https://www.myvendorlink.com/external/award?i=152500&i=152
153	Generator: 125kW Stationary	Generac SD130	SD130	https://www.myvendorlink.com/external/award?i=152500&i=153
154	Generator: 125kW Stationary	Gillette SPJD-1250	SPJD-1250	https://www.myvendorlink.com/external/award?i=152500&i=154
155	Generator: 125kW Stationary	Tradewinds T125	T125	https://www.myvendorlink.com/external/award?i=152500&i=155
157	Generator: 150kW Mobile	Blue Star Power Systems VD150-02FT4MP	VD150-02FT4MP	https://www.myvendorlink.com/external/award?i=152500&i=157
158	Generator: 150kW Mobile	Doosan G190WCU-3A-T4F	G190WCU-3A-T4F	https://www.myvendorlink.com/external/award?i=152500&i=158
159	Generator: 150kW Mobile	Generac/Magnum MDG175DF4	MDG175DF4	https://www.myvendorlink.com/external/award?i=152500&i=159
160	Generator: 150kW Mobile	MULTIQUIP DCA180SJJU4F3	DCA180SJJU4F3	https://www.myvendorlink.com/external/award?i=152500&i=160
162	Generator: 150kW Mobile	Tradewinds TM150	TM150	https://www.myvendorlink.com/external/award?i=152500&i=162

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight**Item:** 107, Caterpillar, 303, 303

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$51,554.00	Build	Options
Northern	Primary	Ring Power Corporation	\$51,554.00	Build	Options
Central	Primary	Ring Power Corporation	\$51,554.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$50,499.00	Build	Options



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Ormond Beach

12/20/2024

(1) NEW CATERPILLAR 306 MINI HYDRAULIC EXCAVATOR

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA23-EQU21.0
Item #107: Group: Hydraulic Mini Excavator - 7,105 LB Op Weight
Contract Dates: October 1, 2023, through September 30, 2025

BASE MACHINE

BASE	Caterpillar 303E CR Per Sheriff's Contract Specifications	\$51,554
614-2570	Upgrade to 306 CFG14B Cab/Air, Base Machine Only	<u>\$35,274</u>
TOTAL OF BASE MACHINE		\$86,828

NON-SPECIFIED OPTIONS

523-7593	ENGINE, EPA TIER 4 FINAL	INCL
523-8003	ELECTRICAL ARR, C2.4 HRC	INCL
382-8757	DRAIN, ECOLOGY	INCL
511-6170	ALARM, TRAVEL	INCL
522-6499	LIGHTS, LED	INCL
523-7583	BOOM, SWING	INCL
568-9112	TRAVEL PEDALS	INCL
557-1709	SOFTWARE, PROPORTIONAL CONTROL	INCL
557-1710	SOFTWARE, STICK STEER CONTROL	INCL
557-1711	SOFTWARE, 2 WAY CONTROL	INCL
557-1713	SOFTWARE, CODED START	INCL
579-2625	STICK, LONG	NC
532-7892	LINES, BOOM	NC
532-7890	LINES, STICK	NC
538-2697	LINKAGE BUCKET W/ LIFTING EYE	\$367
605-3335	EOU HOUSE SWING COVER, 6T	NC
527-2800	TRACK, 16", RUBBER BELT	NC

569-7627	SEAT, MECH SUSP, FABRIC, CAB	NC
510-6085	BELT, SEAT, 3" RETRACTABLE	NC
557-5082	MONITOR NEXT GEN, ADVANCED, CR	\$1,430
557-5067	PRODUCT LINK, CELLULAR PL243	NC
522-6505	CAMERA	\$565
522-6460	CAT KEY, WITH PASSCODE OPTION	NC
638-7544	COUNTERWEIGHT, EXTRA, 1100 LBS	\$2,720
579-2604	BLADE, STD, BOCE	NC
535-8483	INSTRUCTIONS, ANSI	NC
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
566-0462	HEATER, WATER JACKET	\$303
532-8607	CONTROL, QC, 3 LINE	\$1,010
532-8634	LINES, QC, LNG STK, 3 LINE	<u>\$990</u>
	SUB TOTAL	\$7,385
	LESS 20% SHERIFF'S CONTRACT DISCOUNT	<u>(\$1,477)</u>
	TOTAL OF NON-SPECIFIED OPTIONS	\$5,908

CAT WORK TOOLS

485-5301	COUPLER, PG, HYDRAULIC DUAL LOCK, 5-6T	\$3,979
575-0496	THUMB, HYDRAULIC, 5-6T	\$3,368
464-9911	BUCKET-HD, 24", 4.2 FT3, 5T	<u>\$1,639</u>
	SUBTOTAL	\$8,986
	LESS 12% CWT SHERIFF'S CONTRACT DISCOUNT	<u>(\$1,078)</u>
	TOTAL OF CAT WORK TOOLS	\$7,908

WARRANTY

	24 MONTH / 2000 HOUR NEW MACHINE WARRANTY	INCL
	60 MONTH / 2500 HOUR PREMIER	\$1,100

	SUB TOTAL	\$101,744
	LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$1,302)</u>
	TOTAL TRANSACTION PRICE	\$100,442

OPTIONAL

504-6010	FLAIL MOWER, HMF110	\$15,500
609-6156	KIT, CASE DRAIN, MHE 4-6T NG	<u>\$153</u>
	SUBTOTAL	\$15,653
	LESS 12% CWT SHERIFF'S CONTRACT DISCOUNT	<u>(\$1,878)</u>
	TOTAL OF OPTIONAL FLAIL MOWER	\$13,775

585-0424	TILT ROTATOR, TRS6, 5T, PO-S40	\$24,264
585-0431	KIT, HARNESS, TRS6	\$681
615-7493	KIT, HARNESS, TRS, SWING	\$986

585-0454	LINES, TRS6, MHE 5-6T	\$292
635-8598	KIT, TRS JOYSTICK, MHE 2.7-10T	\$2,611
619-1075	GRAPPLE MODULE, TRS4/6	\$5,778
586-5948	BUCKET-GRAD,47", 7.4FT3, S40	<u>\$2,243</u>
	SUBTOTAL	\$36,855
	LESS 12% CWT SHERIFF'S CONTRACT DISCOUNT	<u>(\$4,423)</u>
TOTAL OF OPTIONAL TRS SYSTEM		\$32,432

TOTAL TRANSACTION PRICE INCLUDING OPITIONS		\$146,649
---	--	------------------

Best regards,

Trevor Juairé
Sales Representative
Ring Power Corporation

Ring Power



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

Prepared For:
Florida Sheriff's Association

8/10/2023

(1) NEW CATERPILLAR 303 CR HYDRAULIC EXCAVATOR

CONTRACT DETAILS

Florida Sheriff's Association

Bid # FSA23-EQU21.0

Item #107: Group: Hydraulic Mini Excavator - 7,105 LB and Options

Contract Dates: October 1, 2023 through September 30, 2025

BID SPECIFICATION:

1. **WEIGHT:** a. 7,105 minimum capacity weight with canopy 2. **ENGINE/CAB:** a. Diesel engine, minimum 23 net horse power b. Rollover and falling object protective structures c. Gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant 3. **TRAVEL SYSTEM:** a. Minimum high speed travel 2.3 MPH b. Minimum gradeability, 20 degrees c. 11" wide rubber belt tracks 4. **HYDRAULIC SYSTEM:** a. Gear type hydraulic pump b. Digging depth 9' minimum c. Auxiliary hydraulic circuit and controls plummed to the end of stick with disconnect to allow the use of hydro-mechanical work tools d. Backfill blade e. Hydraulic motor-driven swing system 5. **ELECTRICAL SYSTEM:** a. 12 volt electrical system b. 40 amp alternator c. Sealed electrical connector d. Work lights

BASE MACHINE

616-1989	303 07A CR MHE CFG14B
552-5480	303 07A CR MHE CFG14A
577-9794	ENGINE, MLIT STP3/EPA TIER 4F
546-1517	BOOM, STANDARD
576-7656	BLADE, FIXED, BOCE
546-1419	UNDERCARRIAGE, FIXED, STD BLD
571-9087	LINKAGE, BUCKET, W/ LIFTING EYE
519-9283	TRAVEL LEVERS AND PEDALS
546-1451	DRAIN, ECOLOGY
588-2227	ACCUMULATOR
601-7968	HYDRAULIC OIL, STD
542-1495	2 WAY CONTROL
557-1709	SOFTWARE, PROPORTIONAL CONTROL
557-1710	SOFTWARE, STICK STEER CONTROL
557-1713	SOFTWARE, CODED START

558-1744	ALARM, TRAVEL
541-4787	FILM, PRODUCT LINK, ANSI
569-3571	INSTRUCTIONS, ANSI
542-1504	FILM, INC. CANADA
558-1741	STICK, LONG, W/ THUMB BRACKET
552-5495	LINES, BOOM W/O BLCV
552-5497	LINES, STICK W/O SLCV
566-2913	TRACK, 12, RUBBER
546-1449	CONTROL, 1ST AUX, JOYSTICK
556-1391	LINES, BUCKET, LONG STICK
542-8885	BOOM LIGHT, STANDARD
591-4710	CANOPY, ROPS
594-5727	FILM, CANOPY
519-9266	SEAT, SUSPENSION, VINYL
599-7202	SEAT BELT, 3" RETRACTABLE
580-7179	MONITOR NEXT GEN, NO CAMERA
594-7895	FLOORMAT, CANOPY, W/ TRAVEL
573-9677	PRODUCT LINK, CELLULAR PL243
525-4465	CAT KEY, WITH PASS CODE OPTION
592-1442	CWT EXTRA, 550LBS
421-8926	SERIALIZED TECHNICAL MEDIA KIT
575-7225	LINES, 1ST AUX, LONG STICK
541-4688	LIGHT COVER, CAB
521-9517	INTEGRATED RADIO
569-3571	INSTRUCTIONS, ANSI
0P-3380	INSTRUCTIONS, ENGLISH
602-3576	FILM, ROPS, ISO, CANOPY
464-9903	BUCKET-HD, 20", 3.3 FT3, 3T

Ring Power Corporation

Ring Power

Ring Power Corporation
 500 World Commerce Parkway
 St. Augustine, FL 32092

Prepared For:
 Florida Sheriff's Association

8/25/2023

(1) NEW CATERPILLAR 303 HYDRAULIC MINI EXCAVATOR OPTIONS

CONTRACT DETAILS

Florida Sheriff's Association
 Bid # FSA23-EQU21.0
 Item #107: Group: Hydraulic Mini Excavator - 7,105 LB Op Weight
 Contract Dates: October 1, 2023 through September 30, 2025

OPTIONS APPLICABLE TO BASE BID MACHINE

FSA PRICE

552-5494	CONTROL, 1ST & 2ND AUX, JSTICK	\$1,094
548-9862	CAB, WITH HEAT AND A/C	\$5,091
575-7223	LINES, 2ND AUX, LONG STICK	\$49
558-1738	CTRL, QC, 3 LINE, LONG STICK	\$1,376

UPGRADE/DOWNGRADE OPTIONS

448-5781	DOWNGRADE TO 300.9D DCA1, BASE MACHINE ONLY	(\$23,507)
558-1308	DOWNGRADE TO 301.5 CFG14, BASE MACHINE ONLY	(\$20,948)
558-1318	DOWNGRADE TO 301.7 CFG14A, BASE MACHINE ONLY	(\$14,972)
558-1329	DOWNGRADE TO 301.8 CFG14A, BASE MACHINE ONLY	(\$17,399)
558-1339	DOWNGRADE TO 302 05A CR CFG14A, BASE MACHINE ONLY	(\$12,117)
616-1981	DOWNGRADE TO 302.7 07A CR CFG14B, CANOPY, BASE MACHINE ONLY	(\$6,144)
640-7475	DOWNGRADE TO 302.7 07A CR CFG3C, CAB, BASE MACHINE ONLY	\$3,778
616-3222	UPGRADE TO 303.5 07A CFG14B, BASE MACHINE ONLY	\$2,049
610-5464	UPGRADE TO 304 07A CFG14A, CANOPY, BASE MACHINE ONLY	\$9,499
610-5465	UPGRADE TO 304 07A CFG14A, CAB, BASE MACHINE ONLY	\$16,477
610-5460	UPGRADE TO 305 CR CFG 14A, CANOPY, BASE MACHINE ONLY	\$18,172
610-5461	UPGRADE TO 305 CR CFG 14A CAB, BASE MACHINE ONLY	\$25,154
614-2569	UPGRADE TO 306 CFG14B CANOPY, BASE MACHINE ONLY	\$28,335
614-2570	UPGRADE TO 306 CFG14B CAB/AIR, BASE MACHINE ONLY	\$35,274

DISCOUNTS ON ALL OEM NON-SPECIFIED OPTIONS:

20% DISCOUNT ON 303, 300.9, 301.5, 301.7, & 301.8 NON-SPECIFIED OPTIONS

20% DISCOUNT ON 302, 302.7, 303.5, 304, 305 & 306 NON-SPECIFIED OPTIONS

12% DISCOUNT ON ALL CAT WORK TOOLS

PREVENTATIVE MAINTENANCE PLANS AND ADDITIONAL EXTENDED WARRANTIES ARE
 AVAILABLE ON ALL UPGRADED AND DOWNGRADED MACHINES.

Ring Power Corporation



Cat® 303 CR

MINI EXCAVATOR

FEATURES:

The Cat® 303 CR Mini Excavator delivers power and performance in a compact size to help you work in a wide range of applications.

ALL DAY COMFORT

- Choose either a canopy or a sealed and pressurized cab which can be equipped with air conditioning, adjustable wrist rests, and a suspension seat option to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation LCD monitor provides easy to read machine information. An advanced touchscreen monitor can also be equipped.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls to move the machine and to operate the blade. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A COMPACT DESIGN

- Strong lift and dig performance helps you get the job done faster. The compact radius design lets you access and work in the tightest areas. Dozer float allows for easy clean up.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat mini excavator is designed to help keep you safe on the job. Courtesy work lights and a fluorescent retractable seat belt with optional seat belt reminder system are just a couple of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat mini excavator. Routine check points are easy to access at ground level through the side doors. The unique tilt up cab or canopy lets you reach additional service areas when needed.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat mini excavator was designed with reducing your operating costs in mind.

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.



303 CR Mini Excavator

Specifications

Engine

Engine Model	C1.1 Turbo	
Net Power @ 2,400 rpm		
ISO 9249, 80/1269/EEC	17.6 kW	23.6 hp
Gross Power @ 2,400 rpm		
SAE J1995:2014	18.4 kW	24.7 hp
Bore	77.0 mm	3.0 in
Stroke	81.0 mm	3.2 in
Displacement	1.1 L	69.0 in ³

• Advertised power is tested per the specified standard in effect at the time of manufacture.

Weights

Minimum Operating Weight with Canopy*	3025 kg	6,670 lb
Maximum Operating Weight with Canopy**	3425 kg	7,552 lb
Minimum Operating Weight with Cab*	3140 kg	6,924 lb
Maximum Operating Weight with Cab**	3545 kg	7,817 lb
EU: CE Plate Weight with Canopy***	3080 kg	6,791 lb
EU: CE Plate Weight with Cab***	3180 kg	7,012 lb

*Minimum Weight is based on fixed rubber tracks, operator, full fuel tank, standard stick, blade, bucket and no extra counterweight.

**Maximum Weight is based on steel tracks, operator, full fuel tank, long stick, blade, bucket and extra counterweight.

***CE Plate Weight is based on the most common EU configuration. Includes 75 kg (165 lb) operator and full fuel tank and excludes bucket.

Weight Increase from Minimum Configuration

Cab	115 kg	254 lb
Counterweight (light)	100 kg	221 lb
Counterweight (extra)	250 kg	551 lb
Long Stick	25 kg	55 lb
Steel Tracks	125 kg	276 lb

Travel System

Travel Speed – High	4.5 km/h	2.8 mph
Travel Speed – Low	2.6 km/h	1.6 mph
Maximum Traction Force – High Speed	14.7 kN	3,305 lbf
Maximum Traction Force – Low Speed	31.4 kN	7,059 lbf
Ground Pressure – Minimum Weight	27.6 kPa	4.0 psi
Ground Pressure – Maximum Weight	32.3 kPa	4.7 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	4.0 L	1.1 gal
Engine Oil	4.0 L	1.1 gal
Fuel Tank	45.0 L	11.9 gal
Hydraulic Tank	18.0 L	4.8 gal
Hydraulic System	35.0 L	9.2 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	100 L/min	26 gal/min
Operating Pressure – Equipment	245 bar	3,553 psi
Operating Pressure – Travel	245 bar	3,553 psi
Operating Pressure – Swing	176 bar	2,553 psi
Auxiliary Circuit – Primary		
Flow*	65 L/min	17 gal/min
Pressure*	245 bar	3,553 psi
Auxiliary Circuit – Secondary		
Flow*	25 L/min	7.0 gal/min
Pressure*	245 bar	3,553 psi
Digging Force – Stick (standard)	16.6 kN	3,732 lbf
Digging Force – Stick (long)	14.8 kN	3,327 lbf
Digging Force – Bucket	28.4 kN	6,385 lbf

*Flow and pressure are not combinable. Under load, as flow rises pressure goes down.

Swing System

Machine Swing Speed	9.0 rpm
Boom Swing – Left	75 Degrees
Boom Swing – Right	50 Degrees

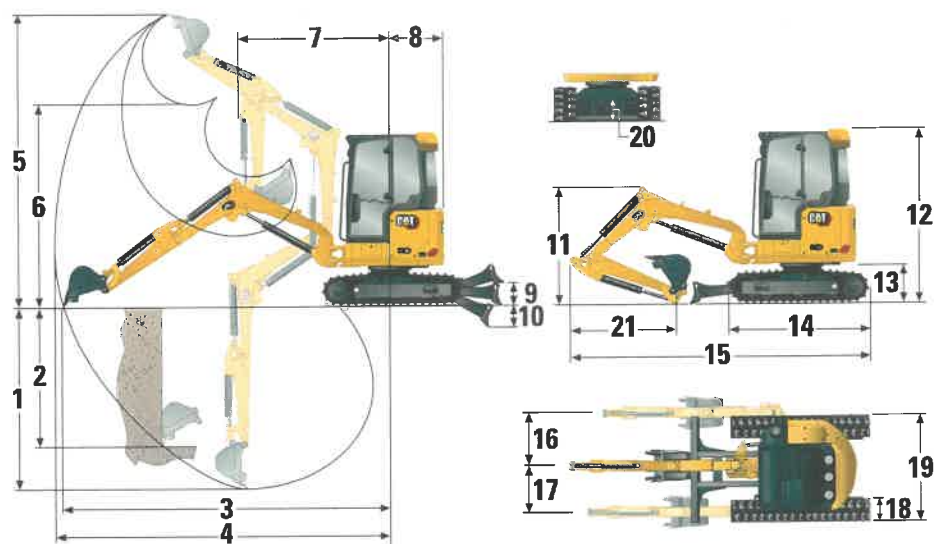
Blade

Width	1550 mm	61.0 in
Height	350 mm	13.8 in

Certification – Cab and Canopy

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Tip Over Protective Structure (TOPS)	ISO 12117:1997
Top Guard	ISO 10262:1998 (Level I)

303 CR Mini Excavator



Dimensions

	Standard Stick	Long Stick
1 Dig Depth	2650 mm (104.3 in)	2950 mm (116.1 in)
2 Vertical Wall	1820 mm (71.7 in)	2070 mm (81.5 in)
3 Maximum Reach at Ground Level	4830 mm (190.2 in)	5110 mm (201.2 in)
4 Maximum Reach	4980 mm (196.1 in)	5240 mm (206.3 in)
5 Maximum Dig Height	4510 mm (177.6 in)	4650 mm (183.1 in)
6 Maximum Dump Clearance	3170 mm (124.8 in)	3310 mm (130.3 in)
7 Boom in Reach	1750 mm (68.9 in)	1910 mm (75.2 in)
8 Tail Swing		
without Counterweight	775 mm (30.5 in)	775 mm (30.5 in)
with Counterweight (light)	845 mm (33.3 in)	845 mm (33.3 in)
with Counterweight (extra)	890 mm (35.0 in)	890 mm (35.0 in)
9 Maximum Blade Height	385 mm (15.2 in)	385 mm (15.2 in)
10 Maximum Blade Depth	535 mm (21.1 in)	535 mm (21.1 in)
11 Boom Height in Shipping Position	1600 mm (63.0 in)	1920 mm (75.6 in)
12 Overall Shipping Height	2480 mm (97.6 in)	2480 mm (97.6 in)
13 Swing Bearing Height	570 mm (22.4 in)	570 mm (22.4 in)
14 Overall Undercarriage Length	2070 mm (81.5 in)	2070 mm (81.5 in)
15 Overall Shipping Length†	4510 mm (177.6 in)	4560 mm (179.5 in)
16 Boom Swing Right	870 mm (34.3 in)	870 mm (34.3 in)
17 Boom Swing Left	640 mm (25.2 in)	640 mm (25.2 in)
18 Track Belt/Shoe Width	300 mm (11.8 in)	300 mm (11.8 in)
19 Track Width	1550 mm (61.0 in)	1550 mm (61.0 in)
20 Ground Clearance	310 mm (12.2 in)	310 mm (12.2 in)
21 Stick Length	1260 mm (49.6 in)	1560 mm (61.4 in)

†Overall Shipping Length depends on blade position during shipment.

303 CR Mini Excavator

Cab

Lift Capacities – Minimum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
Lift Point Height			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*792 (*1,746)	630 (1,389)	548 (1,208)	*848 (*1,870)	441 (972)	385 (849)	3.67 (12.0)
	Long Stick	kg (lb)							*741 (*1,634)	376 (829)	327 (721)	3.99 (13.1)
2 m (6.6 ft)	Standard Stick	kg (lb)				*998 (*2,200)	601 (1,325)	520 (1,146)	*864 (*1,905)	349 (769)	303 (668)	4.16 (13.6)
	Long Stick	kg (lb)				*839 (*1,850)	604 (1,332)	522 (1,151)	*767 (*1,691)	304 (670)	253 (560)	4.43 (14.5)
1 m (3.3 ft)	Standard Stick	kg (lb)				*1352 (*2,981)	553 (1,219)	475 (1,047)	*903 (*1,991)	321 (708)	278 (613)	4.29 (14.1)
	Long Stick	kg (lb)				*1227 (*2,705)	549 (1,210)	470 (1,036)	*808 (*1,781)	281 (619)	242 (534)	4.56 (14.9)
0 m (0 ft)	Standard Stick	kg (lb)	*1280 (*2,822)	1003 (2,211)	823 (1,814)	*1522 (*3,355)	525 (1,157)	448 (988)	*955 (*2,105)	335 (739)	289 (637)	4.11 (13.5)
	Long Stick	kg (lb)	*1277 (*2,815)	974 (2,147)	795 (1,753)	*1480 (*3,263)	511 (1,127)	433 (955)	*862 (*1,900)	290 (639)	249 (546)	4.39 (14.4)

Minimum Weight includes cab, rubber tracks, no extra counterweight, operator, full fuel tank and blade.

Lift Capacities – Maximum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
Lift Point Height			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*792 (*1,746)	*792 (*1,746)	647 (1,426)	*848 (*1,870)	573 (1,263)	464 (1,023)	3.67 (12.0)
	Long Stick	kg (lb)							*741 (*1,634)	495 (1,091)	399 (880)	3.99 (13.1)
2 m (6.6 ft)	Standard Stick	kg (lb)				*998 (*2,200)	773 (1,704)	620 (1,367)	*864 (*1,905)	461 (1,016)	372 (820)	4.16 (13.6)
	Long Stick	kg (lb)				*839 (*1,850)	776 (1,711)	622 (1,371)	*767 (*1,691)	408 (899)	328 (723)	4.43 (14.5)
1 m (3.3 ft)	Standard Stick	kg (lb)				*1352 (*2,981)	725 (1,598)	576 (1,270)	*903 (*1,991)	429 (946)	345 (761)	4.29 (14.1)
	Long Stick	kg (lb)				*1227 (*2,705)	721 (1,590)	571 (1,259)	*803 (*1,781)	381 (840)	304 (670)	4.56 (14.9)
0 m (0 ft)	Standard Stick	kg (lb)	*1280 (*2,822)	*1280 (*2,822)	990 (2,183)	*1522 (*3,355)	697 (1,537)	549 (1,210)	*955 (*2,105)	449 (990)	360 (794)	4.11 (13.5)
	Long Stick	kg (lb)	*1277 (*2,815)	*1277 (*2,815)	962 (2,121)	*1480 (*3,263)	683 (1,506)	535 (1,179)	*862 (*1,900)	395 (871)	314 (692)	4.39 (14.4)

Maximum Weight includes cab, steel tracks, extra counterweight, operator, full fuel tank and blade.

Canopy

Lift Capacities – Minimum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
Lift Point Height			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*792 (*1,746)	603 (1,329)	526 (1,160)	*848 (*1,870)	420 (926)	368 (811)	3.67 (12.0)
	Long Stick	kg (lb)							*741 (*1,634)	357 (787)	312 (688)	3.99 (13.1)
2 m (6.6 ft)	Standard Stick	kg (lb)				*998 (*2,200)	574 (1,265)	498 (1,098)	*864 (*1,905)	331 (730)	289 (637)	4.16 (13.6)
	Long Stick	kg (lb)				*839 (*1,850)	576 (1,270)	500 (1,102)	*767 (*1,691)	288 (635)	250 (551)	4.43 (14.5)
1 m (3.3 ft)	Standard Stick	kg (lb)				*1352 (*2,981)	526 (1,160)	453 (999)	*903 (*1,991)	304 (670)	264 (582)	4.29 (14.1)
	Long Stick	kg (lb)				*1227 (*2,705)	522 (1,151)	448 (988)	*808 (*1,781)	264 (582)	228 (503)	4.56 (14.9)
0 m (0 ft)	Standard Stick	kg (lb)	*1280 (*2,822)	952 (2,099)	784 (1,728)	*1522 (*3,355)	498 (1,098)	426 (939)	*955 (*2,105)	317 (699)	275 (606)	4.11 (13.5)
	Long Stick	kg (lb)	*1277 (*2,815)	923 (2,035)	756 (1,667)	*1480 (*3,263)	483 (1,065)	411 (906)	*862 (*1,900)	273 (602)	235 (518)	4.39 (14.4)

Minimum Weight includes canopy, rubber tracks, no extra counterweight, operator, full fuel tank and blade.

Lift Capacities – Maximum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
Lift Point Height			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*792 (*1,746)	774 (1,706)	627 (1,382)	*848 (*1,870)	552 (1,217)	449 (990)	3.67 (12.0)
	Long Stick	kg (lb)							*741 (*1,634)	476 (1,049)	385 (849)	3.99 (13.1)
2 m (6.6 ft)	Standard Stick	kg (lb)				*998 (*2,200)	746 (1,645)	600 (1,323)	*864 (*1,905)	443 (977)	359 (791)	4.16 (13.6)
	Long Stick	kg (lb)				*839 (*1,850)	748 (1,649)	601 (1,325)	*767 (*1,691)	391 (862)	315 (694)	4.43 (14.5)
1 m (3.3 ft)	Standard Stick	kg (lb)				*1352 (*2,981)	698 (1,539)	555 (1,224)	*903 (*1,991)	412 (908)	332 (732)	4.29 (14.1)
	Long Stick	kg (lb)				*1227 (*2,705)	694 (1,530)	550 (1,213)	*808 (*1,781)	365 (805)	292 (644)	4.56 (14.9)
0 m (0 ft)	Standard Stick	kg (lb)	*1280 (*2,822)	1269 (2,798)	954 (2,103)	*1522 (*3,355)	670 (1,477)	529 (1,166)	*955 (*2,105)	431 (950)	346 (763)	4.11 (13.5)
	Long Stick	kg (lb)	*1277 (*2,815)	1240 (2,734)	927 (2,044)	*1480 (*3,263)	655 (1,444)	514 (1,133)	*862 (*1,900)	378 (833)	301 (664)	4.39 (14.4)

Maximum Weight includes canopy, steel tracks, extra counterweight, operator, full fuel tank and blade.

*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart. Lifting capacities are for standard stick.

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
ENGINE			OPERATOR ENVIRONMENT (continued)		
Cat® C1.1 Turbo Engine (U.S. EPA Tier 4 Final/ EU Stage V)	✓		Fabric Suspension Seat (Cab only)	✓	
Automatic Engine Idle	✓		Vinyl Suspension Seat (Canopy only)	✓	
Automatic Engine Shutdown	✓		Vinyl Non-Suspension Seat (Canopy only) (not available in all regions)		✓
Automatic Two Speed Travel	✓		Hydraulic Lockout – All Controls	✓	
Fuel Water Separator	✓		Retractable High Visibility Seat Belt (75 mm/3 in)	✓	
Power on Demand (not available in all regions)	✓		Seat Belt Reminder System		✓
Variable Displacement Piston Pump	✓		Coat Hook	✓	
Load Sensing/Flow Sharing Hydraulics	✓		Cup Holder	✓	
HYDRAULICS			Storage Pocket	✓	
Smart Tech Electronic Pump	✓		Skylight	✓	
Accumulator	✓		Mounting Bosses for Front	✓	
Automatic Swing Brake	✓		Signaling/Warning Horn	✓	
Auxiliary Hydraulic Lines	✓		Interior Light (Cab only)	✓	
One and Two Way Auxiliary Flow	✓		Boom Light, Halogen (not available in all regions)	✓	
Continuous Auxiliary Flow	✓		LED Front Lights		✓
Auxiliary Line Quick Disconnects	✓		LED Front and Rear Lights		✓
OPERATOR ENVIRONMENT			LED Boom Light		✓
Tilt-up Canopy or Tilt-Up Cab	✓		Utility Space for Mobile Phone	✓	
Cab with Air Conditioning		✓	Mirrors Left and Right		✓
Cab with Heater		✓	Radio – Bluetooth®, Auxiliary, Microphone, USB (charging only) (Cab only)		✓
ROPS – ISO 12117-2:2008	✓		Next Generation Color LCD Monitor (IP66)	✓	
TOPS – ISO 12117:1997	✓		– Fuel Level and Coolant Temperature Gauges	✓	
Stick Steer Mode	✓		– Maintenance and Machine Monitoring	✓	
Travel Cruise Control	✓		– Performance and Machine Adjustments	✓	
Control Pattern Changer (optional in some regions)	✓		– Numeric Security Code	✓	
Adjustable Wrist Rests	✓		– Multiple Languages	✓	
Washable Floor Mat	✓		– Hour Meter with Wake Up Switch	✓	
Travel Pedals and Hand Levers	✓		– Jog Dial (cab only)	✓	
No Travel Pedals and Hand Levers (optional in some regions)		✓	Next Generation Advanced Monitor		✓
Machine Security	✓		– Touch Screen		✓
Standard Key with Pass Code	✓		– Site Reference System		✓
Push to Start with Key Fob/Pass Code		✓	– High Definition Camera Capable (IP68 and IP69K)		✓
			– Numeric Security Code		✓

(continued on next page)

303 CR Mini Excavator

Standard and Optional Equipment *(continued)*

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
UNDERCARRIAGE			ELECTRICAL		
Rubber Belt (300 mm/11.8 in wide)	✓		12 Volt Battery	✓	
Steel Track (300 mm/11.8 in wide)		✓	Software (machine and monitor)	✓	
Dozer Blade	✓		Maintenance Free Battery	✓	
Dozer Blade Float	✓		Battery Disconnect	✓	
Tie Downs on Track Frame	✓		Signaling/Warning Horn	✓	
BOOM, STICK AND LINKAGES			12 Volt Power Socket	✓	
One Piece Boom (2200 mm/86.6 in)	✓		Product Link™ PL243 (regulations apply)		✓
Standard Stick (1260 mm/49.6 in)	✓		Product Link PLE643 (regulations apply)		✓
Long Stick (1560 mm/61.4 in)		✓	Travel Alarm (standard in some regions)		✓
Front Shovel Capable	✓		GUARDING		
Pin-On	✓		Top Guard ISO 10262:1998 Level I	✓	
Dual Lock Manual Coupler		✓	Polycarbonate Half Height Front Guard (Canopy only)		✓
Hydraulic Coupler		✓	Polycarbonate Front Guard (ISO 10262:1998 Level I and EN356 P5A)		✓
Thumb Ready (not available in all regions)	✓		OTHER		
Certified Lifting Eye (optional in some regions)	✓		Bio Oil Capable		✓
Attachments including Couplers, Thumbs, Buckets, Augers and Hammers		✓	Eco Drain		✓
2nd Auxiliary Hydraulic Lines		✓	Water Jacket Heater		✓
Bucket Divert Lines		✓	Extra Counterweight (250 kg/551 lb)		✓
Boom Lowering Check Valve		✓			
Stick Lowering Check Valve		✓			
Hydraulic Quick Coupler Lines (not available in all regions)		✓			

303 CR Environmental Declaration

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit <https://www.caterpillar.com/en/company/sustainability>.

Engine

- The Cat® C1.1 engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:
 - ✓ 20% biodiesel FAME (fatty acid methyl ester)*
 - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

**Engines with no aftertreatment devices can use higher blends, up to 100% biodiesel (for use of blends higher than 20% biodiesel, consult your Cat dealer).*

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.0 kg (2.20 lb) of refrigerant which has a CO₂ equivalent of 1.430 metric tonnes (1.58 tons).

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
 - Barium < 0.01%
 - Cadmium < 0.01%
 - Chromium < 0.01%
 - Lead < 0.01%

Sound Performance

Operator Sound Pressure* 72 dB(A) (ISO 6396:2008)

Average Exterior Sound Pressure** 99 dB(A) (ISO 6395:2008)

*The declared dynamic operator sound pressure levels per ISO 6396:2008. The measurements were conducted with the cab doors and windows closed.

**The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
 - Advanced hydraulic systems balance power and efficiency
 - Power On Demand provides full time efficiency and power when you need it, and is transparent to the operator
 - Auto idle and auto engine shutdown
 - Extended maintenance intervals reduce fluid and filter consumption
 - Remote Flash and Remote Troubleshoot (if equipped)

Recycling

- The materials included in machines are categorized as below with approximate weight percentage. Because of variations of product configurations, the following values in the table may vary.

Material Type	
Steel	65.26%
Iron	13.07%
Rubber	8.59%
Other	3.04%
Nonferrous Metal	2.93%
Plastic	2.67%
Fluid	2.35%
Uncategorized	0.85%
Mixed-Metal and Nonmetal	0.68%
Mixed-Metal	0.54%
Mixed-Nonmetallic	0.02%
Total	100%

- A machine with higher recyclability rate will ensure more efficient usage of valuable natural resources and enhance End-of-Life value of the product. According to ISO 16714 (Earth-moving machinery – Recyclability and recoverability – Terminology and calculation method), recyclability rate is defined as percentage by mass (mass fraction in percent) of the new machine potentially able to be recycled, reused or both.

All parts in the bill of material are first evaluated by component type based on a list of components defined by the ISO 16714 and Japan CEMA (Construction Equipment Manufacturers Association) standards. Remaining parts are further evaluated for recyclability based on material type.

Because of variations of product configurations, the following values in the table may vary.

Recyclability	95%
---------------	-----

- The data provided above was based on the product configuration as provided by the individual product group.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

© 2023 Caterpillar
All rights reserved

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8350-01 (02-2023)
Replaces AEHQ8350-00
Build Number: 07A
(Global excluding
China and Japan)



Effective with sales to the first user on or after January 1, 2018

CATERPILLAR LIMITED WARRANTY

Designated Machines with 24 Months/2000 Hour Warranty

USA & Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it in the USA or Canada to be free from defects in material and workmanship:

- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, and Skid Steer Loaders sold in USA or Canada.
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools

These products are covered by other Caterpillar warranties. This warranty is subject to the following:

Warranty Period

For new machines sold in the USA or Canada the warranty period is 24-months/2000 hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."

- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued...

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629, telephone 1 (309) 675-1000, or go to URL www.cat.com, Find Your Dealer

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

©2018 Caterpillar All Rights Reserved.

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Vehicle and Equipment Repair/Replacement Evaluation		
Gradall #276	Evaluated by Christine Jarrell, Garage Supervisor	
Dept.: #3011	Supervisor: Kevin M Gray, Deputy Public Works Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 22 points because it is 22 years old.	18	2006 Gradall
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	1	1,848
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	This equipment needs most of the hydraulic hose's replaced, the rotary turret is damp at seal area, the contactor will soon need replacing, the body is faded and has fiberglass panels broken. The seat needs reupholstered, the weather seals around doors and glass are torn, dry rotted or missing. Tires are near the end of service life.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Stormwater
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	This vehicle has been in the shop 15 times in 1 yr.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	4	Purchase Price \$188,785.00 total LTD M&R \$57,477.00 33% of Purchase Price
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	37	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Budget shows \$
Replacement cost is \$

3 EASY STEPS TO PROTECT YOUR NEW CAT® EQUIPMENT

You count on your Cat® machines to get the job done, day in and day out. Choose a protection plan that's just as dependable and long-lasting. EPP offers the only coverage designed specifically for new Cat equipment – giving you the highest level of repair cost protection available. Comprehensive EPP options protect your investment and your peace of mind.

1 SELECT YOUR PROTECTION OPTION

Choose from our **Powertrain**, **Powertrain + Hydraulics**, **Powertrain + Hydraulics + Technology**, **Pro** and **Premier** plans to get the exact age and hours for the protection you need.

PREMIER (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology and Pro components listed below)

STRUCTURES

Frame
Boom & stick
ROPS

CAB

Steering Column
Gauges/Indicators/Instruments
Circuit Board

Switches

Relays
Dash Group
Wiper Group
Antennas
Cab Air Conditioner & Heater
Cab gauges/indicators/
instruments/circuit boards

OTHER MAJOR COMPONENTS:

Quick Coupler
Asphalt Paver Screed

ELECTRONICS

Protection Devices & Alarms

STEERING & SUSPENSION

Control Valve
Suspension Cylinder

PRO* (includes all Powertrain, Powertrain + Hydraulics and Powertrain + Hydraulics + Technology components listed below)

ELECTRIC SYSTEM

Engine and all other wiring
harnesses
Alternator
Fuse/Circuit Breaker Panel
Main Power & Start Relay

OTHER MAJOR COMPONENTS

Refrigerant Compressor &
Condenser
Radiator
Electric Starting Motor
Engine Mount

Fuel Tank

Engine Oil Lines

POWERTRAIN + HYDRAULICS + TECHNOLOGY (includes all Powertrain and Powertrain + Hydraulics components listed below)

CAT CONNECT™ TECHNOLOGY COMPONENTS – COMPACT™, GRADE™, PAYLOAD™, LINK™, TERRAIN™

Components covered under standard warranty that are factory or dealer installed prior to delivery

TERRAIN

Displays
Monitors
Sensors**
Satellite Receivers
Laser/Receiver

Integrated Joystick Buttons/
Controls
Machine Software
VIMS (Vital Information
Management System)
Product Link™ System

Global Positioning System
Electronic Control
Suspension Control
Cat Grade Control
Speed Sensors
Grade Control Sensor

Compactometer
Payload Monitor System
Autodig Control
Computer Aided Earthmoving

POWERTRAIN + HYDRAULICS (includes all Powertrain components listed below)

STEERING & IMPLEMENT CONTROLS

Hydraulic Pumps
Hydraulic Motors
Hydraulic Cylinders
Hydraulic Valves**

Hydraulic Accumulators
Hydraulic Lines
Hydraulic Hoses
Implement & Steering
Electronic Controls**

Implement Electronic Control
System Joystick
Pilot Control Valve
Hydraulic Tank
Swivel

Hydraulic Oil Temp Sensor
Hydraulic Oil Cooler
Transmission Oil Lines
Steering Gear & Valve

POWERTRAIN

ENGINE

Fan & Fan Drive
Hydraulic Fan Motor
Jacket Water Pump, Drive Group
Thermostat/Regulator
Timing/ Accessory Gears
Timing Chain/ Belt
Engine Oil Cooler
Engine Oil Pump
Engine Oil Pan Group
Engine Oil Filter Housing/ Base
Cylinder Block
Cylinder Head Casting
Crankshaft Main & Rod Bearings
Connecting Rod
Governor/Speed Limiter
Pistons & Piston Rings
Camshaft & Camshaft Bearing

Inlet/Exhaust Valve
Push Rod Balancer
Rocker Arm & Rocker Shaft
Assembly
Valve Cover & Base
Valve Spring
Valve Guide
Flywheel
Aftercooler Group
Turbo charger
Manifolds, Inlet & Exhaust
High Pressure Fuel Pump
Fuel Injection Lines
Fuel Injection Pump
Fuel Transfer Pump
Electronic Control Module (ECM)

TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE

Transmission Case
Transmission Gears
Transmission Shaft
Transmission Hydraulic Control
Transmission Electronic Control
Transmissions Oil Pump
Transmissions Oil Filter Base
Torque Converter
Transfer Gear Group

DRIVE TRAIN

Differential Case
Differential Steering
Axle Housing Assembly
Axle Shaft

Drive Axle
Final Drive Case/ Bore
Final Drive Gears
Universal Joint

STEERING & SUSPENSION

Steering Linkage

ELECTRONICS

Traction Control System

BRAKING

Brake Master Cylinder
Control Valves
Accumulator
Parking Brake

2 KNOW YOUR RESPONSIBILITIES

To qualify for coverage under an EPP, you need to:

- > Operate your equipment according to the Cat Operation & Maintenance Manual (OMM) (e.g., no improper fuel use)
- > Ensure recommended preventive maintenance is performed at intervals specified in the OMM
- > Provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices) on request
- > Promptly provide your equipment for repair in the event of a covered failure

You can count on your local Cat dealer to perform necessary inspections to confirm eligibility, install parts approved by Caterpillar on covered repairs and validate your enrollment in the program.

3 PURCHASE AND REGISTER YOUR EPP

Work with your local Cat dealer to complete the process—and get the protection and peace of mind you deserve.

Please contact your Cat dealer for more details.

EXCLUSIONS***

If a component isn't listed, it may not be included in your plan. Other exclusions include:

- > Failures caused by normal wear-out or improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- > Freight charges for parts shipments
- > ~~Travel time and mileage involved in getting to a jobsite~~
- > Hauling, retrieval, equipment rental or overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Any incidental or consequential damages or costs incurred as a result of a covered component failure
- > Modifications unless approved by Caterpillar

***These are examples of covered and excluded components or items. The actual dealer contract will govern. See your Cat dealer for a complete list of covered components and more information.

* Pro EPP currently only available in the U.S. and Canada on governmental purchases of Cat Motor Graders (excludes the following models: 16, 18 and 24).

** Electronic controls and sensors which function to direct power for the purpose of moving the machine are included. This includes power shift controls, engine pressure controls, differential lock, finger-tip controls, wiring connectors that are part of the designated Powertrain components. Hydraulic valves & controls - includes specified valve parts for directing or controlling Hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls

This marketing tool does not represent a contract or obligation of any kind between Caterpillar Inc., its subsidiaries or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general informational purposes and are not intended to be a solicitation or an offer to sell any product or service. *CAT DEALERS ONLY: For terms, conditions, and/or exclusions of extended protection, see the appropriate EPP Service Guide found at <https://warranty.cat.com/en/global-guide/caterpillar-financialinsuranceservices.html>. These guides are the only safe source for EPP programs.

© 2021 Caterpillar. All Rights Reserved.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.





City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-51
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Request to Purchase - Fire Station Alerting Systems		
Summary:	This request is to purchase necessary upgrades for the alerting systems at all Ormond Beach Fire Department (OBFD) fire stations, as part of a county-wide upgrade to the emergency communications, radio, and dispatching systems. The Volusia Sheriff's Office Communications Center is the current dispatch provider for Fire and EMS county-wide. They are in the process of upgrading their Computer-Aided Dispatching and fire Station Alerting systems and software, requiring all fire station components to be upgraded, as well. Volusia County is purchasing the backbone of the system, with each municipality responsible for purchasing the necessary and desired components for their respective fire stations. These components include LED lighting for call-type indication and alerting; incident data boards for monitoring incidents and unit statuses city-wide; turnout timers to monitor turn out times and improve response times; and associated mounting and installation supplies. Volusia County has entered into an agreement with Motorola Solutions as the supplier for the system upgrades. This equipment will be purchased as a sole source procurement from Motorola Solutions, and was advertised on Demand Star for 15 business days.		
Financial Impact:	The total cost for this purchase is \$86,659. Funding for this project is included in the 2024-25 CIP budget, Fund 301 - General Improvement Fund (a total of \$240,000 was budgeted due to the unknown costs at the time of CIP planning).		
Citizen Impact:	These upgrades will benefit the community through improved turnout and response times for emergency calls, and the ability to gather and		

	monitor incident data in real-time, leading to an increased level of service provided to the public.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the sole source purchase of firestation alerting upgrades from Motorola Solutions, Inc.	
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270	
Attachments:	1. 25-51 FS Alert System (P24-0254G) 2. Motorola Agr 3. VC Item-08-11861 4. Sole Source Justification Form - Motorola 121124 5. City of Ormond Beach_Mach Alert Enhancements (Final)RevB	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/24/2025 1/27/2025 1/28/2025

RESOLUTION NO. 2025-51

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF EQUIPMENT AND INSTALLATION SERVICE FROM MOTOROLA SOLUTIONS, INC. REGARDING FIRE STATION ALERTING SYSTEM UPGRADES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Volusia County is the sole dispatch provider for all Fire/EMS agencies within the county and is upgrading its dispatch and alerting systems, and

WHEREAS, the City, along with all other municipalities within the county, is responsible for purchasing the necessary equipment to ensure it remains on the County's emergency system, and therefore, this purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of the necessary equipment and installation service regarding fire station alerting system upgrades from Motorola Solutions, Inc. in the amount of \$86,659.00, and

WHEREAS, the City Manager has certified that sufficient funds for this purchase have been appropriated to the credit of the General Improvement Fund (301) and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the sole source purchase of the necessary equipment and installation service regarding fire station alerting system upgrades

from Motorola Solutions, Inc. in the amount of \$86,659.00 and to pay the cost thereof from the General Improvement Fund.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute an Agreement with Motorola Solutions, Inc. for purchase of the fire alerting system upgrades, a copy of said Agreement being attached hereto and incorporated herein by reference.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT FOR EQUIPMENT AND SERVICES RELATED TO THE COUNTY-WIDE FIRE STATION ALERTING SYSTEM

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Motorola Solutions, Inc.** ("Contractor"), 500 W. Monroe Street, Suite 4400, Chicago, IL 60661-3781, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Communications System and Services Agreement between Motorola Solutions, Inc. and the County of Volusia dated June 21, 2024 attached hereto as Exhibit "A", and Contractor's Proposal, "Fire Station Alerting Enhancements" dated November 1, 2024, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties.
3. **Consideration.** Contractor shall provide the equipment and perform the services related to the county-wide fire station alerting system for the total sum of \$86,659.00 and as further set forth in Exhibit "B", Paragraph 4.1, Equipment and Services. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement and in accordance with Paragraph 4.2, Payment Schedule, on Exhibit "B". All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Motorola Solutions, Inc.
Rob Richardson, Area Sales Mgr.
500 W. Monroe Street, Suite 4400
Chicago, IL 60661-3781

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of

this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, 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 exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in 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 of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.
27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this _____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
JASON LESLIE
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2025.

Witnesses:

MOTOROLA SOLUTIONS, INC.

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and the County of Volusia ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, (the "Contract"), which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by Customer.

For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A—Scope of Services Documents

A-1—System Description (Section 1)

A-2—State of Work (Section 2)

A-3—Service/Warranty (Section 3)

A-4—Proposed Project Schedule (Section 4)

Exhibit B—Pricing Summary (Section 5)

Exhibit C—Insurance

Exhibit D—Motorola Software License Agreement

Exhibit E—Volusia County Terms and Conditions

Exhibit F—System Acceptance Certificate

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement along with Exhibit E "Volusia County's Terms and Conditions" take precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through F will be resolved in their listed order, and 2) The applicable service Addendum will

take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at delivery, warranty will commence upon delivery, and payment is due within forty-five (45) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and

agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement

and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. **INTENTIONALLY LEFT BLANK.**

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. . This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and

Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is three million five hundred ninety-seven thousand six hundred and fifty three dollars (\$3,597,653). If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon delivery and acceptance, which shall be automatically accepted within five business days of delivery. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. I

{ For section 6.5, see Purchase Order to be issued upon County Council approval.}

Invoices will be sent to the Customer at the following address:

Name: _____

Address: _____

Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section

that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the

rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify, defend, and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or

limits of liability which 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 Contract 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.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by

Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this

Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

{The remainder of this page intentionally left blank.}

Volusia County
Fire Station Alerting

The Parties hereby enter into this Agreement as of the Effective Date.

COUNTY

DocuSigned by:
George Recktenwald
Attest: 2265F6E1E09043E...
George Recktenwald
County Manager
Date: 6/21/2024 | 10:11:00 EDT

COUNTY OF VOLUSIA FLORIDA
COUNTY COUNCIL
BY: *Jeffrey S. Brower*
EEF54396D8FD439...
Jeffrey S. Brower
County Chair
Date: 6/20/2024 | 16:58:18 EDT

CONTRACTOR

DocuSigned by:
Robert Richardson
Attest: A8FD796D7DBE413...
Signature
Robert Richardson Area Sales Manager
Name and Title
Date: 5/30/2024 | 12:41:44 CDT

MOTOROLA SOLUTIONS, INC.
BY: *Daniel Sanchez*
0A86CDB3BA44E6...
Signature
Daniel Sanchez Territory VP
Name and Title
Date: 5/30/2024 | 13:24:40 EDT

Approved: June 18, 2024 *ak*

Section 1

System Description

In response to the Volusia County Fire Department's request, Motorola Solutions, Inc. (Motorola Solutions) will install redundant dispatch fire station alerting systems, as well as fire station controllers at 61 sites. This proposal includes the basic fire station controllers necessary for system operations and NFPA 1221 standards. Additional proposals will be provided to each individual fire department for any additional options the fire department wishes to purchase.

This document describes the general features and options available for the Mach Alert Fire Station Alerting (FSA) system.

Introduction

The Mach Alert Fire Station Alerting (FSA) system serves as a cornerstone for the successful operation of the dispatch alerting process. This microprocessor-based alerting system will help manage resources with proven hardware and software, leading to a reduction in emergency response times, less firefighter stress, and the confidence your stations will be alerted every time.

Fire Services, now more than ever, are facing newer and greater challenges. System operating flaws, breakdowns, problematic interfaces, and alerting delays are unacceptable. Proven technology, communications compatibility, software customization, and an intuitive user interface are mandatory.

The Mach Alert FSA system is designed for fast response, integration with existing infrastructure, redundancy, and the ability to gracefully migrate into the latest technologies and new features. It utilizes innovative design allowing installations to be tailored to your specific Fire and EMS needs.

The Mach Alert FSA system does not depend on PC hardware at the stations for its fundamental fire station operation. It utilizes Motorola's new ACE3600 high-performance controller offering enhanced reliability. As the lead component in our fire station alerting system, it meets these challenges head-on.



Figure 1-1: Motorola ACE Remote Terminal Unit

The Mach Alert FSA system is capable of interfacing with IP-based CAD (Computer Aided Dispatch) systems to provide automated fire station alerting. Mach Alert provides a backup or manual means of alerting the fire stations if the CAD system is unavailable. If there is no CAD system present, Mach Alert FSA functions as the primary means of alerting the fire stations. The dispatch operator can easily access the Mach Alert System and its

associated Graphical User Interface (GUI) via a thin browser client on a Windows-based PC. The browser allows the dispatcher to manually select the sequence, station(s), and zones required for the alert.

State Of The Art Fire Station Alerting - Mach Alert Text-to-Speech (TTS)

In addition to classic fire station alerting functionality, Mach Alert is including its state-of-the-art Text-to-Speech feature to even further automate the alerting process thereby expediting the dispatching process. Mach Alert is providing our classic Mach Alert TTS method. An IP link between the Dispatch Centers and the stations is required for this method of TTS. The text string received from CAD is converted to an audio file by the Mach Alert Server software and sent via Ethernet IP to the station or stations selected. It is then triggered by the Mach Alert software to be played in the station or stations. This method is most appropriate for large, manned, fire station systems that require multiple stations to be alerted in rapid succession. Please note that the TTS audio will not be heard on subscriber units (i.e. radios) in the field, it will only be played in the fire stations themselves.

The TTS uses a life-like synthetic voice engine to produce human-quality audio output. Mach Alert includes a lexicon tool to fine-tune individual pronunciations and configure custom abbreviation and acronym rules for the voice engine. Multiple lexicons may be implemented for multi-agency or multi-PSAP systems where each agency requires its own custom pronunciation rules

Mach Alert – The Total System Solution

This “Total System Solution” consists of an Alerting Interface Controller (AIC), FSA Server, and Station Controllers (SC) as shown in the following figure. These components are described and their functionality is presented in the ensuing sections. Additional options to enhance the basic system are also available.

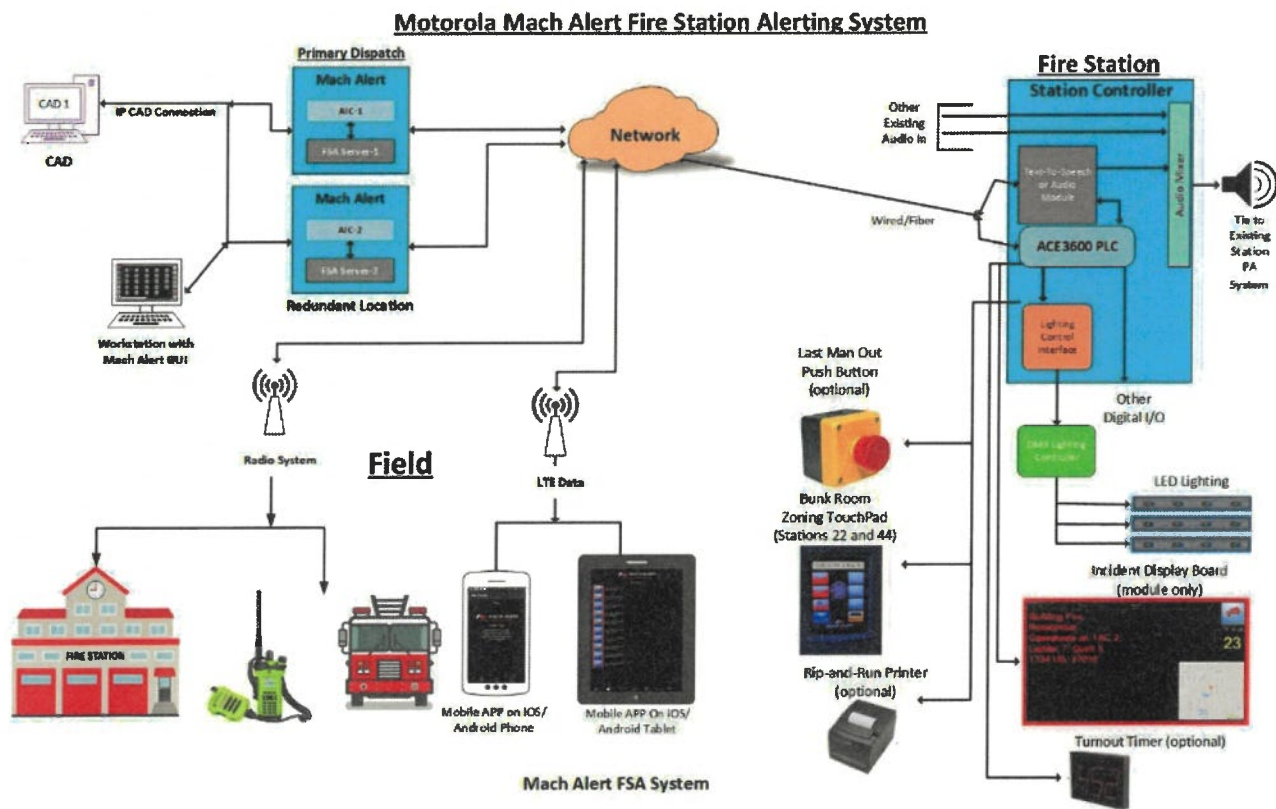


Figure 1-2: MACH Alert FSA Typical System Diagram

Mach Alert Dispatch Center Hardware

The Mach Alert Dispatch Center hardware consists of the Mach Alert FSA Server and Alerting Interface Controller (AIC). The dispatch operation is typically located at the Emergency Communications Center.

- The Mach Alert FSA Server hosts the primary Mach Alert software and provides a Graphical User Interface (GUI) to the fire station alerting system. The Mach Alert GUI is accessed using a web browser on thin clients that are located on separate dispatch operator terminals. The server also manages dispatch operator manual station alerting, automated text-to-speech incident announcements, remote system access, and system alarm and event logging. The server also provides the interface to the customer IP network for alerting over that network.
- The Mach Alert AIC is the fire station alerting interface to the Radio System. The Alerting Interface Controller is a Motorola ACE3600 high-performance controller that provides the means of communicating the alerting data over the radio network to the Mach Alert Station Controllers (SCs) located at the fire stations. The AIC also sends the alerting data over the IP network to provide redundancy to the FSA Server in the event it is offline.

The FSA Server and AIC also each contain an interface to the customer CAD System if there is one present in the overall system design. The FSA Server is normally mounted in the equipment rack with the AIC, although an alternate desktop version is also available. The following diagram shows a typical arrangement of the Dispatch Center hardware.

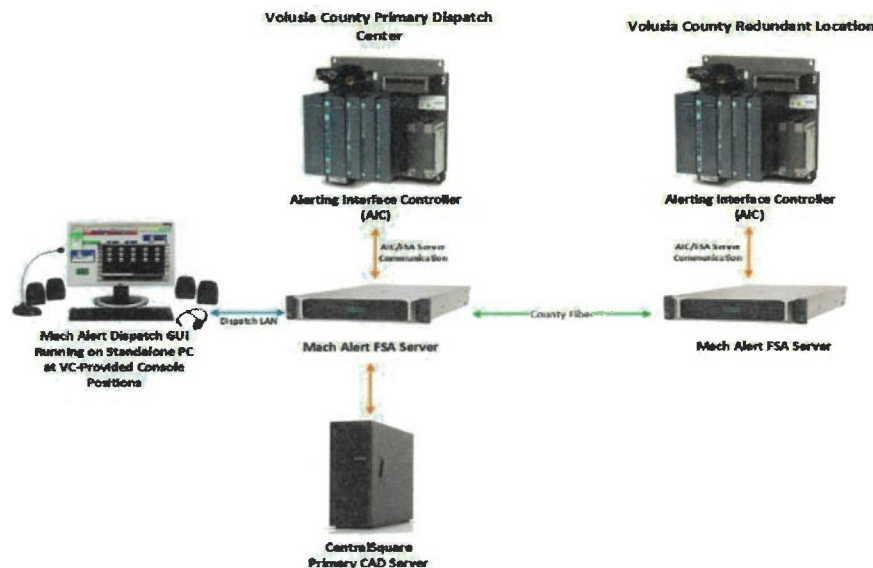


Figure 1-3: MACH Alert Typical Dispatch Center Hardware

The following diagram shows the mounting of the FSA Server and the AIC on a standard 19" equipment rack. This equipment is usually located at the Dispatch Center.

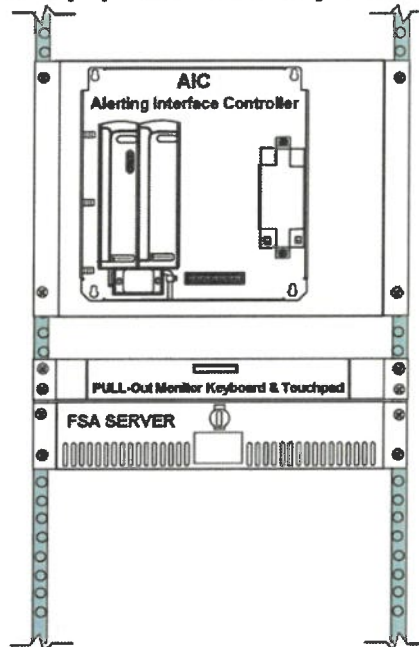


Figure 1-4: MACH Alert FSA Server and AIC

Mach Alert Dispatching Functionality

The alerting process may be either a fully automated process driven by a Computer Automated Dispatch (CAD) System integrated to the Mach Alert System or alternatively, a manual process in which the Mach Alert System is utilized to manually alert the fire stations. The Mach Alert System also provides the means of manual dispatching if there is CAD in the system, but it is unavailable due to maintenance or failure.

1.1.1 CAD as the Primary Means of Initiating Alerts

If CAD is the primary means of initiating the alerts, the fire station alerting information from CAD is passed to the FSA Server and AIC. The FSA Server processes the information and sends the alerting data over the IP network to the Mach Alert Station Controllers (SCs) located in the fire stations. Simultaneously the FSA Server controls the AIC and the AIC passes the alerting data to the SCs over both the Radio System and the IP network. The FSA Server and AIC are in constant communication, and if the FSA Server is offline, the AIC will automatically send the alerting information over both the IP network and the radio network.

1.1.2 Mach Alert as the Primary Means of Initiating Alerts

If there is no CAD in the system design, or if CAD is offline, Mach Alert provides the primary means of initiating the alerts to the fire stations. The dispatch operator, utilizing a thin browser client, accesses the Mach Alert GUI located on the FSA Server for the purpose of alerting the stations. The dispatch operator chooses the incident type, selects the fire stations to be alerted, and presses a button on the screen to initiate the alert. The FSA sends the alerting data over the IP network to the Mach Alert Station Controllers (SCs) located in the fire stations. Simultaneously the FSA Server controls the AIC and the AIC passes the alerting data to the SCs over both the Radio System and the IP network.

1.1.3 Mach Alert Browser Thin Clients

Motorola will install standalone consoles to provide access to the Mach Alert GUI via thin browser client connections to the FSA Server. The thin browser client utilizes a secure web browser to provide access to the GUI located on the server. In addition, with proper connectivity and credentials, the thin client can be loaded on Microsoft Windows-based PCs for remote dispatching or access by technical personnel.

1.1.4 Mach Alert Large System Support

While Mach Alert easily supports small and medium-sized fire departments, it also has the flexibility to support the largest of fire station systems. Several of the large system support features are as follows:

- A Mach Alert Enterprise Edition is available that utilizes multiple Mach Alert Systems as one system.
- Built-in support for up to 127 fire stations per Mach Alert System.
- Support for up to 10 simultaneous IP-based CAD Systems per Mach Alert System.
- Depending on the needs of the specific fire department, Mach Alert can be segmented to support up to 20 distinct agencies or counties per Mach Alert System.
- Mach Alert supports up to 60 simultaneous dispatch operator positions per distinct agency.

Mach Alert Redundant Dispatch Center Hardware

To provide redundancy for the Dispatch Center Hardware, Mach Alert offers a Secondary Mach Alert Server and Secondary AIC. As long as there is sufficient Ethernet connectivity, these items may be installed at a Secondary Dispatch Center to provide geographical redundancy in the instance that the Primary Dispatch Center must be evacuated or has a major shutdown. The Mach Alert Primary FSA Server and Primary AIC are constantly synchronized with the Secondary FSA Server and Secondary AIC. The Mach Alert System provides for seamless switching between the primary and secondary hardware should the primary hardware be offline. This occurs automatically and requires no human intervention. If there is no CAD in the system design, the Secondary FSA Server and Secondary AIC are required to avoid a single point of failure at the Dispatch Center and thus be NFPA 1221 compliant.

CAD System Support and MFD-P

If CAD is present in the system design, it is interfaced with the FSA Server and AIC utilizing either an IP connection or serial connection. The interfacing software API (Application Program Interface) is accomplished by employing the Motorola Fire Dispatch Protocol (MFD-P) which is a bi-directional protocol between the CAD Server and the Mach Alert hardware. This protocol was designed by Motorola exclusively for the fire station alerting market. The Mach Alert System utilizes MFD-P to receive the alerting information from the CAD Server and also provides acknowledgments back to the CAD Server to verify that the information has been correctly received. Health checks are also constantly employed to verify the health of the connection between the CAD Server and the Mach Alert System and the dispatch operator is notified if this automated alerting mechanism becomes unavailable so that the operator knows to switch to manual alerting of the stations using the Mach Alert GUI until this connection is re-established. The MFD-P API is much superior to the elementary method of monitoring the CAD data stream. To assist the CAD developer in their integration of the MFD-P API, Interface Control Documents (ICDs) are provided as well as full technical support from the Mach Alert engineering team.

Mach Alert CAD System Support Testing Laboratory

To streamline the CAD integration process, Mach Alert has implemented the Mach Alert Test Laboratory located in Tampa, Florida for just this purpose. The Mach Alert Test Laboratory consists of two FSSA Servers and two AICs representing a primary and secondary dispatch center. The lab also has hardware for 25 Station Controllers with all optional Mach Alert features representing twenty-five fire stations all integrated as one fully functional

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

Mach Alert FSA System. The CAD Vendor can create a Virtual Private Network (VPN) connection to the FSA Test Servers for the testing of their side of the API. This process is monitored and logged to provide feedback to the CAD Vendor. The formation of this Mach Alert Test Laboratory has proven to streamline the development of the CAD Vendor's API significantly and allows full testing of their interface to the Mach Alert system before ever stepping foot on-site at the customer's location. This significantly reduces the on-site time required, or interruption in service, for the development and testing of this CAD interface. The Mach Alert Test Laboratory has proven to reduce the system downtime time and significantly minimize the stress of the cut-over and go-live day for all dispatchers and technical personnel.

Mach Alert Graphical User Interface (GUI) Functionality

If CAD is present in the system design, it serves as the primary means of alerting the fire stations through the Mach Alert System. Mach Alert contains a CAD Monitor window to allow the dispatch operator to view the alerting information received from CAD. The Mach Alert CAD Monitor also displays the open PA time representing the time the operator can speak and be heard in the corresponding fire station's PA system during an alert.

The Mach Alert CAD Monitor window screen is shown in the following figure:

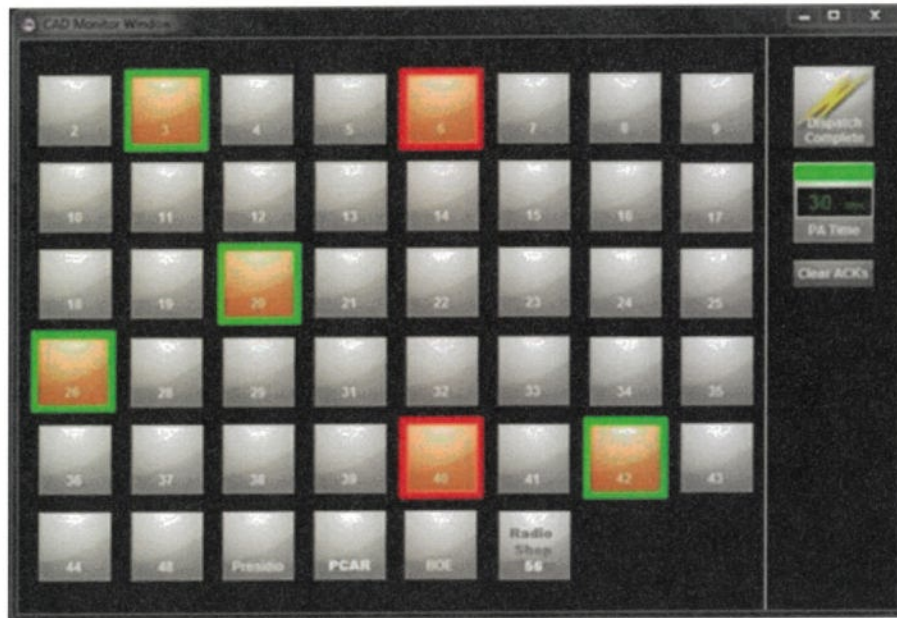


Figure 1-5: MACH Alert CAD Monitor Window

Mach Alert Manual or Backup Alerting

The Mach Alert Manual Dispatch screen is shown in the following figure:

Exhibit A-1—System Description (Section 1) VC Fire Alert System

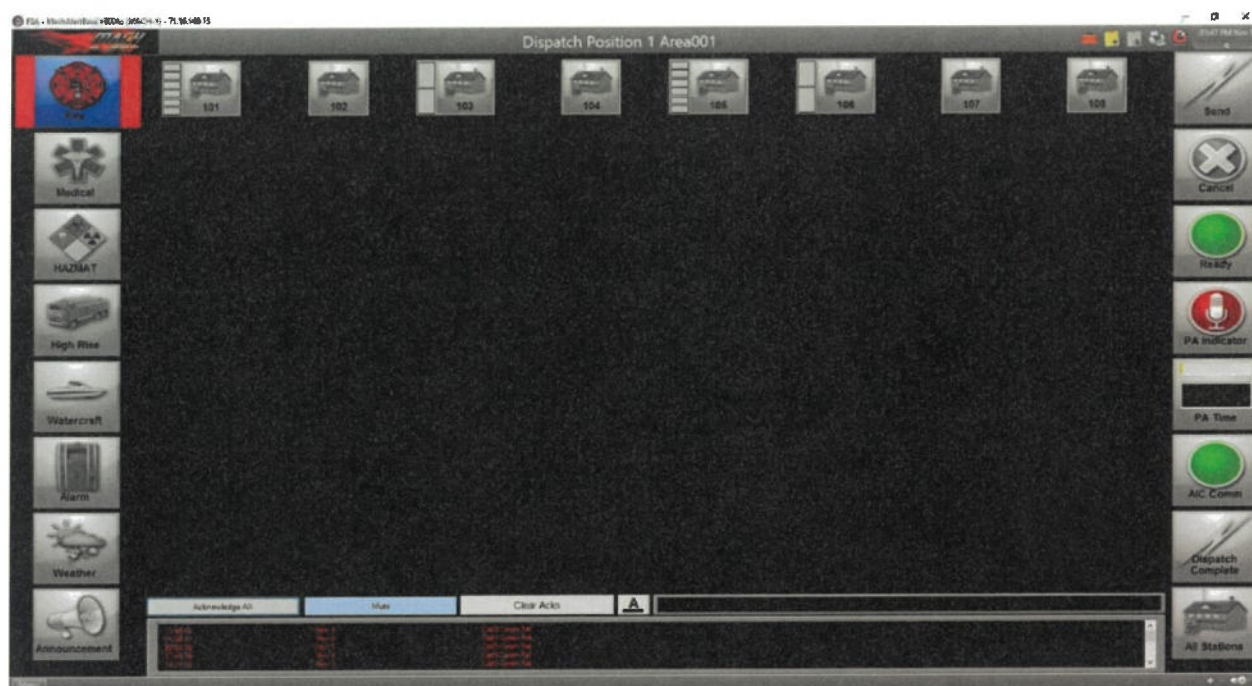


Figure 1-6: Manual Dispatch Graphic User Interface (GUI)

The Manual Station Alerting Screen is used to alert the fire stations when the CAD system is unavailable or if there is no CAD in the system. The Station Alerting Screen permits dispatch operators to quickly identify and select the type of incident and the station(s) to be alerted. Operators then select one or any combination of stations to be alerted. Multi-station select buttons may be pre-configured so the dispatch operator can instantly select groups of stations on the Mach Alert Dispatch Screen GUI. When the operator selects the station(s) to be alerted, a “Select” bar appears next to the selected station icons. All other operator positions will see a “Busy” bar next to the selected station icons indicating those stations are currently being alerted. The operator then selects the “Send” icon and the alert is sent to the selected station(s).

A green “ACK” bar next to the Station Icon is displayed when the Station Controller acknowledges the alert. If the alert does not successfully go through to the selected fire station(s), an “Alert Fail” alarm is illuminated at the dispatch operator position that initiated the alert and the station(s) that did not acknowledge the alert will display a red “NACK”. After a station alert has been sent and the toning is complete, the “PA Indicator” icon changes to green informing the operator the live voice announcement can begin. Multiple operator positions can also alert fire stations at the same time (concurrent dispatches). The system meets NFPA 1221 recommendations and ISO requirements for Dispatch Centers.

The Mach Alert GUI provides positive acknowledgment (ACK) of alerts received by the fire stations. It also indicates the Public Address (PA) system status at each of the fire stations by utilizing an audio-sensing device to confirm that the alert is being heard in the fire station. The GUI also indicates to the dispatch operator the remaining time to talk before the Station Controller (SC) in the fire station is automatically reset in preparation for receiving the next alert event.

Mach Alert Browser Viewing

The Mach Alert System software is installed on the Mach Alert FSA Server and the Mach Alert GUI can be viewed on the CAD and Mach Alert workstations or any PC with network access to the FSA Server and an Internet Explorer Browser. This integrated approach will allow each dispatch operator position to have control over the fire alerting process without CAD input. Additional workstations, monitors, and keyboards are not needed at the dispatch operator positions which would take up valuable desktop space at the dispatch positions. No GUI software is loaded on the PCs accessing the FSA Server. The browser will call and load an ActiveX client on the PC during the initial system setup. Nothing needs to be pre-loaded.

Concurrent Dispatch Positions

The Mach Alert FSA system can alert multiple fire stations from multiple dispatch positions. This provides for notifications (alerts) to be generated in very rapid succession, eliminating call (alert) stacking. Dispatch operator position client licenses (concurrent licenses) permit operators to log in from any workstation position so that multiple operator positions can be logged into the FSA system at the same time. Licenses do not have to be purchased for every operator position, only the maximum number of positions that will require concurrent operation.

The Mach Alert Server acts as a browser server that interfaces with the workstations via IP connectivity. No GUI software programs are loaded on the console workstations. Remote access to the thin-client GUI screens on the server is via a web client from the console screen. The client software is a “concurrent license” which means any dispatch position or laptop with the proper access rights and security credentials can log into the server and have access to the GUI screens and the alerting process, depending on the number of available concurrent licenses. This provides the ability for any operator position to log into the system and alert the stations, or multiple operator positions to alert different stations at the same time. The system meets NFPA 1221 recommendations.

Event Logging

Upon every alert, the alerting data is logged, time-stamped, date-stamped, tracked, and stored in the FSA Server database for future reference and printing. The Mach Alert System records and displays error and failure information for the dispatch staff. The information presented is clear and concise to detail important information that the dispatch operator needs to know. A detailed log shows all operator and system actions in a clearly shown sequence of events.

Mach Alert Event and Status Screens

The Mach Alert Event and Status screens display easily identifiable icons at each of the dispatch positions. Included in the Mach Alert GUI and the Event Log Screen (includes real-time system alarms and events and a historical database), multiple system Configuration Screens, the Communications Status Screen (includes the real-time status of the radio and IP communications links, main power status, and SC backup battery status), the Outdoor Speaker Control (Night-Mode) Screen, and the Report Generation Screen.

Exhibit A-1—System Description (Section 1) VC Fire Alert System

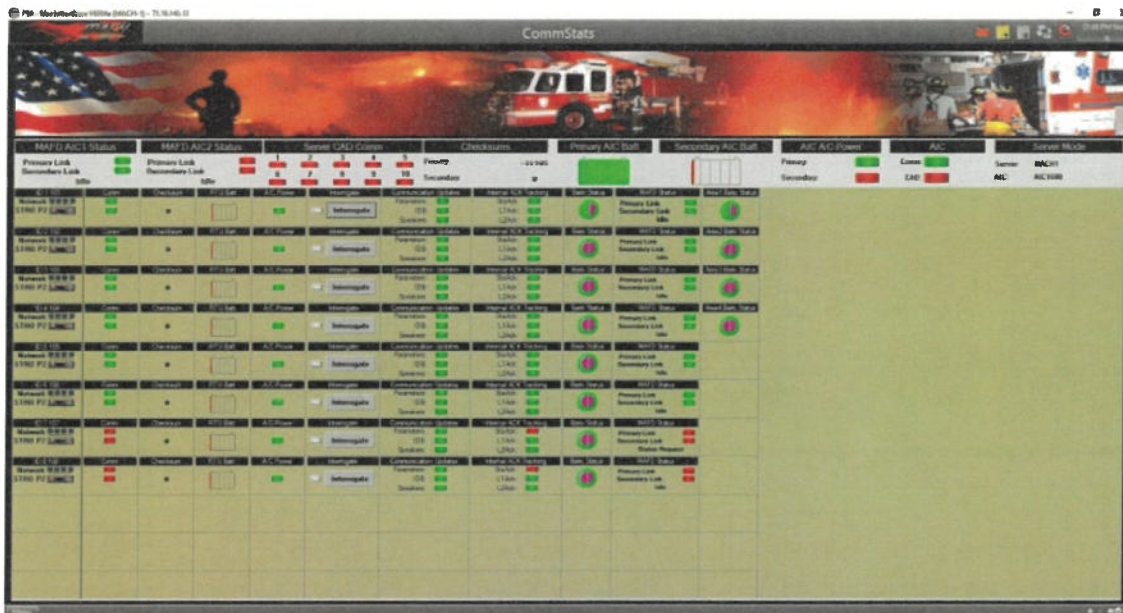


Figure 1-7: Communications Link Status

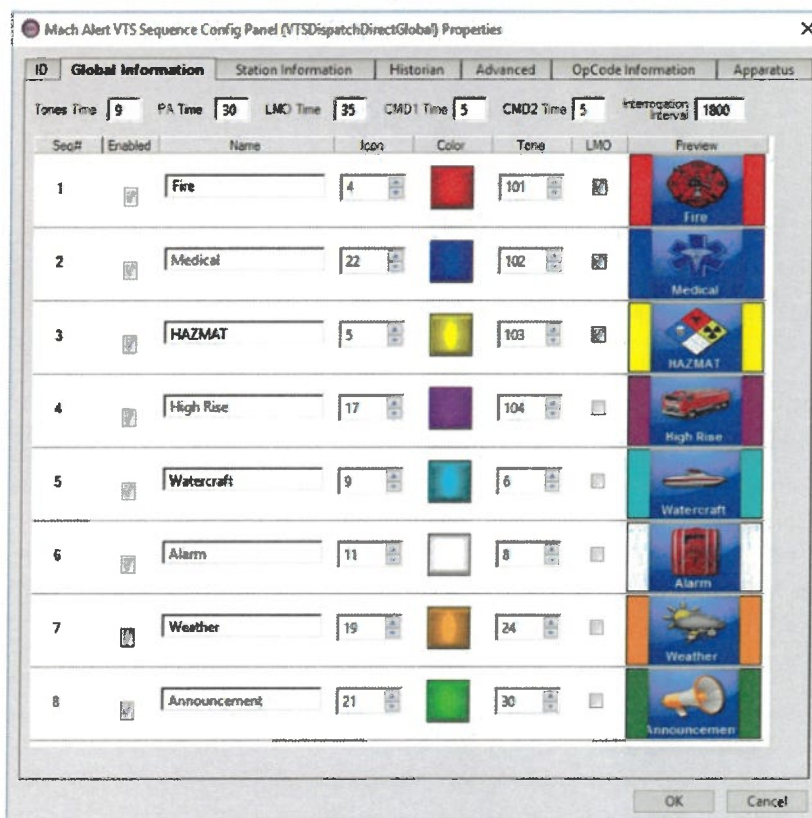


Figure 1-8: Example of Configuration Screen

Exhibit A-1—System Description (Section 1) VC Fire Alert System

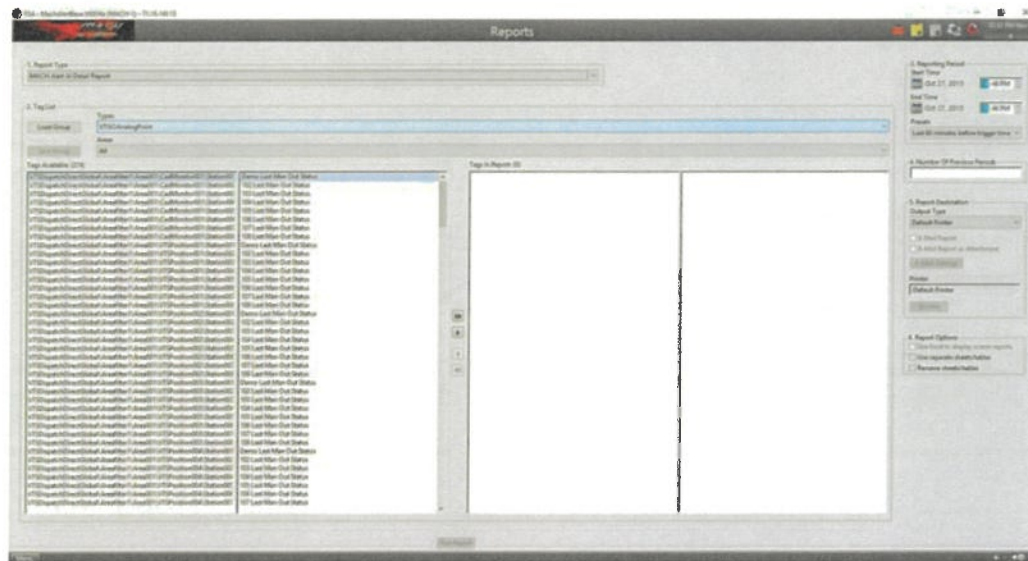


Figure 1-9: Event Report

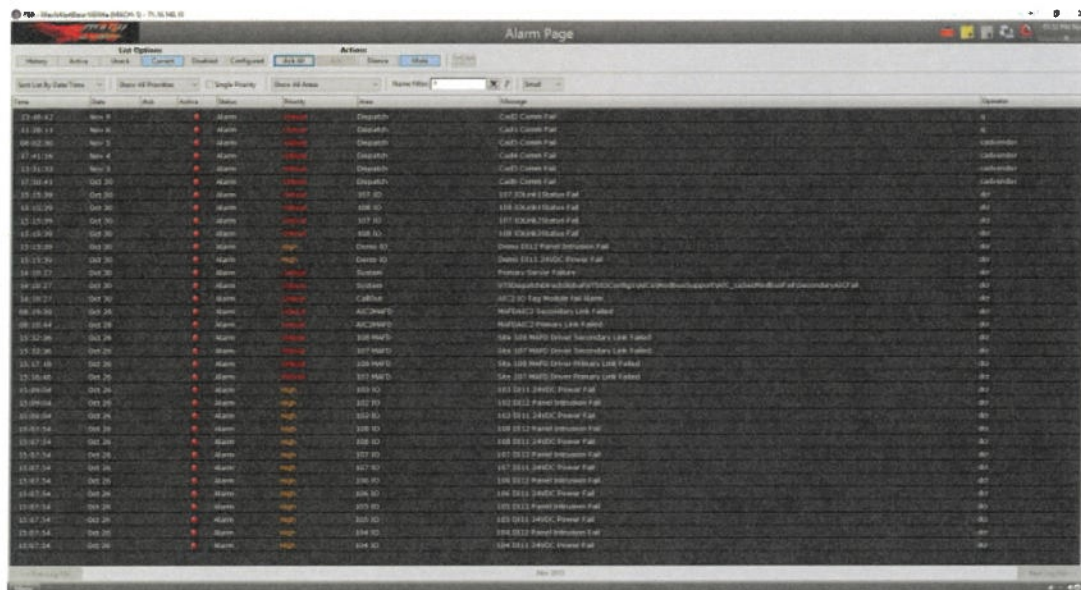


Figure 1-10: Alarm Page

Outdoor Speaker Control

The FSA system provides a feature allowing control of outdoor speakers at each station. The outdoor speakers can be configured from the FSA Server. This feature allows authorized personnel to make the following adjustments:

- Turn on or off individual outdoor speakers.
- Set up individual outdoor speakers or groups of speakers on a timer. Time On and Time Off settings will automatically turn on/off the speakers at any time during the day or night. Easily adjustable.

Exhibit A-1—System Description (Section 1) VC Fire Alert System

- The Outdoor Speaker Control Screen also permits authorized personnel to have control of the station audio. For example, settings are provided to allow the main fire dispatch audio to always be played through the station speakers (“Day Mode”), or dispatch audio only if the station(s) is alerted (“Night Mode”).

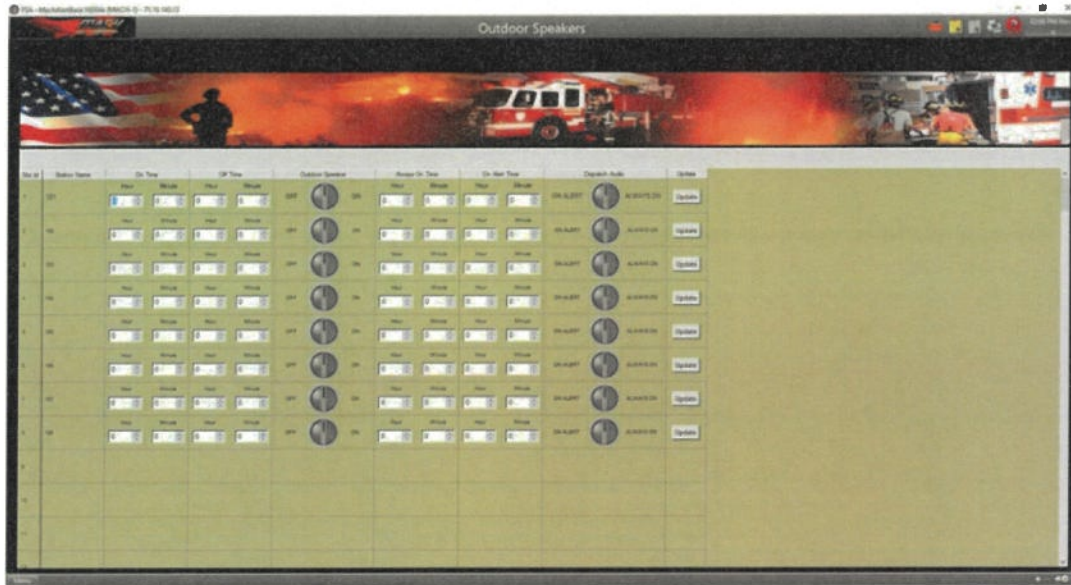


Figure 1-11: Outdoor Speakers Control Screen

Remote System Access

The Mach Alert FSA system provides remote system access. The same system alerting capabilities, as described above, are available on any PC or laptop that has a network connection (wired or wireless) to the FSA Server, proper security access rights, and proper password. If the Dispatch Center is evacuated, and the FSA Server/LAN is operational, fire station alerting can be accomplished from a remote location. Client licenses are required for remote system access.

Remote access can be used for emergency station alerting from remote locations, command vehicle dispatching, system diagnostics from remote locations, system maintenance, system configuration changes, software updates, or system monitoring by Fire Administration or IT personnel.

This feature provides backup fire station alerting if the Communications Center(s) is evacuated. Emergency fire station alerting dispatch can be directed from a mobile command vehicle or a secondary Communications Center established at a remote location. Any location with IP connectivity to the FSA Server can operate as a secondary station alerting Dispatch Center. The system meets NFPA 1221 recommendations and ISO requirements for Dispatch Centers.

System Health Monitoring

The Mach Alert System conducts automated “health checks”. The FSA Server is configured to look for an “ACK” from each Station Controller (SC) periodically. Any status changes at the fire stations are transmitted when the change occurs. This reporting by “exception” utilizes less FSA system and communication link resources than a polling scheme to all fire stations. Periodically the FSA Server also polls the CAD server for a

“heartbeat” confirmation. If there is a communication issue with any SC or the CAD server, an alarm notification is displayed in the “Alarm Window” on the Station Alerting Screen at all operator positions identifying the specific alarm. Also, these alarms can be sent to email addresses. The Communications Status Screen and the Event Log Screen will display the alarm conditions in more detail. All alarm and event information is time and date stamped, logged into the system, and stored in the FSA Server for future reference. Any SC may be manually interrogated from the Communications Status screen. The system meets NFPA 1221 recommendations.

Alarm Notifications

The Mach Alert system can detect internal and external failures and alarm conditions that affect system performance or station safety. These Alarm Notifications are displayed on all dispatch operator Station Alerting Screens and Event Log Screens. The system can also automatically send emails, utilizing the customer’s mail server, to designate personnel (user-configurable) if an alarm occurs. Typical alarms include, but are not limited to, the following:

- AIC or SC failure.
- A specific module failure in the AIC or SC.
- Failure of CAD communication with the AIC or FSA Server.
- Failure of any communication link with the identification of the failed link.
- Failure to alert a station or stations.
- AC power failure to the AIC or SCs.
- General alarm notifications (monitoring intrusion alarm panels, emergency doorbells, etc.).

These notifications will occur even if the CAD is not in the system design or is not operational. The AIC and SCs are self-monitoring and will report a failure of their modular components. “AC Power Failure” alarm notifications will be sent if the main power is lost and the AIC or any SC reverts to its battery backup. The Station Alerting Screen has an alarm window at the bottom of the screen that provides the dispatch operator with a real-time alarm display. The AIC and SC battery status and battery life can also be monitored on the Communications Status Screen. The system meets NFPA 1221 recommendations including “Monitoring for Integrity”.

System Acknowledgments and Logging

The dispatch operator receives a positive “Acknowledgment” (“ACK”) indicator on the dispatch screen when the fire station SC receives the alert command. The ACK will be sent back over both communications links. This information is logged and stored in the FSA Server’s historical database. The system meets NFPA 1221 recommendations.

Mach Alert GUI System Security

The Mach Alert System supports multiple levels of login authorization to limit operator actions for advanced features such as the configuration of station devices and output functions. System security is configured during system setup and is tailored to the needs and requirements of the customer. By default, the FSA Server supports Secure Socket Layer (SSL) encryption of remote connections, e.g. connections between the FSA Server and the dispatch workstations running the Mach Alert Dispatch Screen GUI.

Mach Alert Zone-Based Alerting

Mach Alert also supports zone-based alerting schemes, emulating the sequence of alerting operations featured in Motorola’s FSA3000 and FSA4000 fire station alerting systems. With Mach Alert’s zone-based alerting, each audio zone at a fire station can be assigned a specific tone in addition to, or in place of, the incident-type tone.

Mach Alert Apparatus Alerting

Mach Alert offers optional alerting by apparatus type. Mach Alert Apparatus Alerting provides for the following features:

- Enables the ability to select apparatus items on the manual alerting interface, receive apparatus requests from CAD when the CAD interface is used, and play a different tone at the station for each apparatus selected in the alert.
- Allows dispatch operators to contact specific areas of a station with unique tones associated with a specific apparatus as well as zoning support to send audio to a single area of the station where the fire station personnel associated with that item are located.

FSA System Transport Functionality

This section addresses the Mach Alert functionality over the various possible transport media. Mach Alert supports numerous Radio Systems in addition to IP networks.

1.1.5 Radio Systems Supported

The Mach Alert FSA system has multiple integrated communications ports allowing it to utilize various Radio Systems dedicated to fire station alerting (not voice). There is not an integration to any radio resource at the fire station level included in this proposal. Volusia County will continue to utilize their existing VHF backup paging system as their secondary route of notification for NFPA1221 compliancy. Mach Alert supports alerting over the following Radio Systems:

- 700/800 MHz Digital Trunking (Call Alert)*
- UHF R2 (450-520 MHz) Band Digital Trunking*
- UHF R1 (380-470 MHz) Band Digital Trunking*
- VHF Digital Trunking*
- 800 MHz Analog Trunking
- RF Conventional UHF Analog
- RF Conventional VHF Analog
- If not using a Motorola IV&D Digital Trunking system, the system will be limited to a 2-pair handoff from a donor radio. One pair will be the triggering mechanism (will activate when that radio is signaled to alert), and the other pair will be the audio feed to the Mach Alert unit.

1.1.6 IP Network Support

In addition to alerting over the Radio System, Mach Alert also supports Ethernet IP Networks utilizing customer enterprise connectivity between the Dispatch Center(s) and the fire stations. Please note that minimum bandwidth requirements must be met to provide reliable Ethernet link connectivity. These bandwidth requirements are available upon request.

1.1.7 Alerting Over Redundant Communication Links

The Mach Alert FSA system supports up to two (2) redundant communications links for station alerting (data) and an independent communications link for announcements (voice). The system design offers a “high-availability” fire station alerting operation through multi-level redundancy.

Both the existing IP network and the existing radio system can be used to alert the fire stations. Station alerting is transmitted over the redundant communications links concurrently. The key point here is that the Mach Alert FSA system does not have to make a selection if one link fails, as is often the case with PC-based systems. This

assures the alert data will reach each fire station controller selected to be alerted with minimal delays. Alerting over Redundant Communication Links meets NFPA 1221 requirements.

Motorola highly recommends utilizing two redundant communications links for station alerting.

If the radio system used for alerting is offline, station alerting will be processed using the IP network. If the Ethernet link used for alerting is offline, station alerting will be processed using the radio link.

If the radio link or the IP network link fails to the fire stations, the Mach Alert System will continue to function, including toning, CAD processing, backup dispatch, zoning, event logging, and failure notifications. The system meets NFPA 1221 recommendations.

At the fire station, the Station Controller activates the alert tones based on data received on the first (quickest) link and does not process data from the other link. However, both the radio and IP communication links send an acknowledgment (“ACK”) back to the AIC to verify that both communication links are operational. ACKs are also sent to the CAD system, if present, for updating. After the alert tones are played, the dispatch operator can begin the voice announcement.

Mach Alert supports the following combination of alerting links:

- One (1) Ethernet link and one (1) Radio System (Trunking or Conventional) link
- Two (2) Radio System (Trunking and/or Conventional) links
- Two (2) Ethernet links

Note: For the Mach Alert system to be independently NFPA 1221 compliant, two data links are required.

1.1.8 Data Integrity

The Mach Alert FSA system utilizes the Motorola Data Link Communications (MDLC) protocol specifically designed for data over radio networks. It creates a true wireless network environment that provides maximum data integrity. The MDLC protocol is based on the Open System Interconnection (OSI) model recommended by the International Organization for Standardization (ISO). MDLC utilizes all seven layers of the OSI model and is designed for point-to-multipoint links such as an FSA system. MDLC provides optimum operation in saturated RF environments. The protocol facilitates communications among all sites in the system, including extensive diagnostic messaging. CRC-32 level data detection is provided. The MDLC protocol is also used to ensure data integrity over Ethernet for alerting via the AIC over the IP network.

1.1.9 Dispatch Operator Voice Announcements

The dispatch operator's voice announcements are sent on a separate and independent radio talk group/channel. The same Radio Systems that are supported for alerting are also supported for voice announcements.

1.2 Mach Alert Fire Station Hardware

The following sections detail the Mach Alert Hardware that is available for installation in the fire stations.

1.2.1 Mach Alert Station Controller

The Mach Alert Station Controller (SC) is a Motorola ACE3600-based high-performance RTU installed in a NEMA-1 wall-mount industrial panel. The SC is located at each fire station typically in a communications utility room. The SC processes information to and from the AIC and FSA Server, generates alert tones, and provides station audio control including optional text-to-speech decoding.

The Station Controller (SC) is a modular unit containing the following hardware:

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

- Motorola ACE3600 Power Supply Module.
- Motorola ACE3600 CPU Module.
- Motorola ACE3600 Digital Input/Output Module - additional modules are available to support additional I/O functionality.
- Optional Motorola Radio(s) – space is provided within the SC to house one (1) Motorola Alerting Data Radio and (1) Motorola Voice Radio.
- Integrated 6.5 Ah Backup Battery.
- An XLR audio input is provided to interface with an optional external voice radio.
- A balanced line-level audio output connection is provided to interface with the fire station PA amplifier.
- A Tones module for the storage of audio tones. 35+ default tone library pre-loaded. Custom tones are supported.
- Optional TTS Module for in-station TTS.
- Additional 10/100 Ethernet connectivity module.
- Audio mixer and audio relays to control the flow of audio to the station PA system.
- Live audio sensing device.
- 4-port Ethernet switch.
- Support for external Turnout Timers.
- 8 Digital Output Relays standard – may be purchased with up to 40 Output Relays for additional output control.
- 8 Digital Input Terminal Blocks standard – may be purchased with up to 24 Terminal Blocks for additional monitoring capability.
- Depending on the options purchased, the SC may also house supporting hardware for the LED Zoned Lighting System and Zone Selector Switches.
- Transient Voltage Surge Suppression.
- Automatically resets after an alert is completed in preparation for the next alert.

Below is a mechanical design view of the Mach Alert Station Controller:

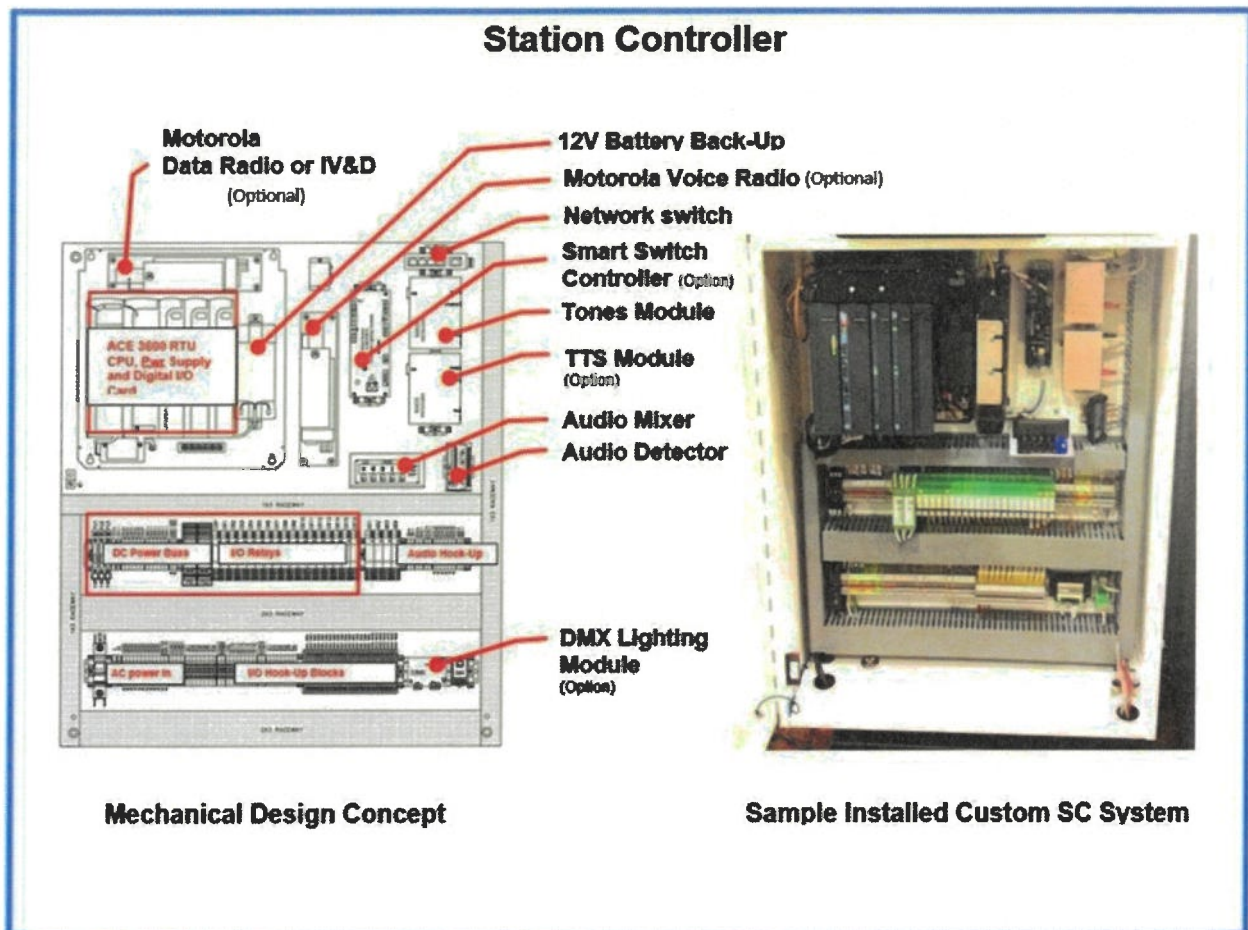


Figure 1-12: MACH Alert Station Controller

Station Audio Alerting

The Mach Alert Station Controller hardware and software automatically control the alerting process. When stations are alerted, unique alert tones are played over the station's PA system. To prevent additional stress, these tones are ramped ("heart saver"); that is, they start at low volumes and escalate in volume to a desired level for a specific period of time. The tones can also be unique based on incident type, apparatus, company, and/or personnel. They can include a combination of tone and recorded voice. Custom, user-supplied tones are a standard feature of the system design. Toned alerting meets NFPA 1221 recommendations.

Mach Alert provides several available options for providing audio to the fire station.

- An Audio Tones Module supplies ramped alert tones and a brief pre-recorded voice alert designating for the type of alert, followed by opening the station PA system for the dispatch operator to verbally alert personnel. This is a standard feature of Mach Alert.
- The Text-to-Speech (TTS) function can translate a CAD-generated text string containing specifics of the alert message (or a type-written message generated via the dispatcher if there is no CAD in the system, or it is unavailable) into human-voice quality speech and transmit it over the IP network to the Station Controller as a compressed audio file for playback after completion of the locally stored alert tone.

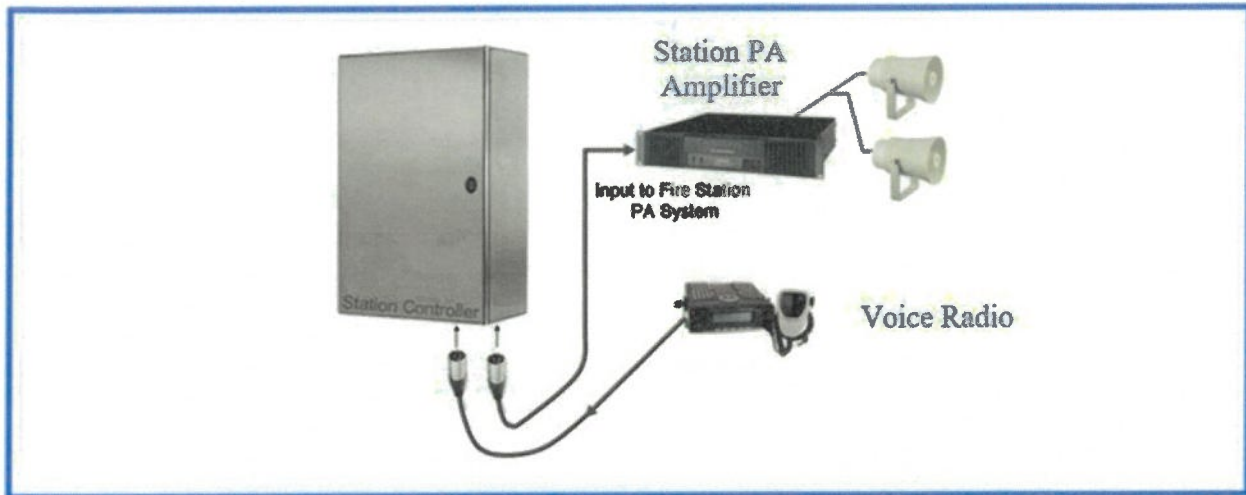


Figure 1-13: MACH Alert Station Audio

Mach Alert Mobile App

Each Mach Alert system can support a companion notification app for iOS and Android devices. The App includes a robust user and role management interface, enabling system administrators to create custom alert filters—allowing precise control over which users receive specific alerts. Upon each alert, the companion app notifies selected first responders on their devices, offering:

- Incident information (from CAD or manual entry) with text-to-speech
- Incident Mapping and directions
- Alert tones
- Turnout timer
- 24-hour alert history
- Manual user acknowledgment

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

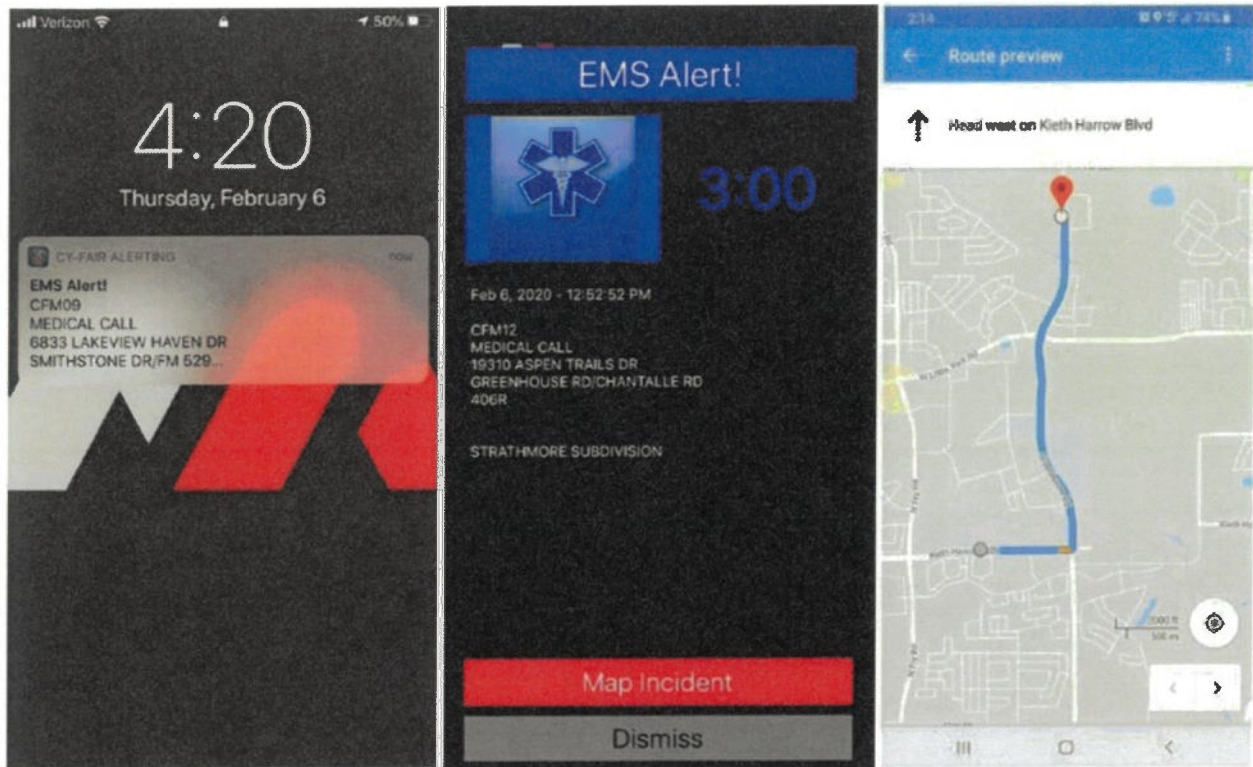


Figure 1-14: MACH Alert Mobile App

Station Zoning (Audio and Light Zones) – Only Volusia County Stations 22 and 44 included dynamic selector switches.

The Mach Alert FSA system supports the partitioning of fire stations into specific zones, each receiving specific types of alerts. The Mach Alert System can accommodate zone partitioning based on the individual needs of each fire station. It supports zoned alerting with ramped custom tones, ramped LED bunkroom lighting, apparatus bay and common area alert lighting, egress lighting, and automated outdoor speaker control (day/night modes).

Typical Station System with LED Zoned Lighting

The diagram below shows a typical Mach Alert Station Controller-based system with options implemented for alert lighting and audio as well as zone selection switches.

LED Alert Lighting – Included for Volusia County Stations (102 LED Lighting Strips and 21 LED Controllers)

The use of LED lighting strips for the FSA installation is for visual alerting in addition to the audio alert (PA) system. The RGB lighting strip is compatible with a commercially available controller. LED lighting strips are activated and controlled in various colors and sequences to alert station personnel of conditions and warnings.

Exhibit A-1—System Description (Section 1) VC Fire Alert System

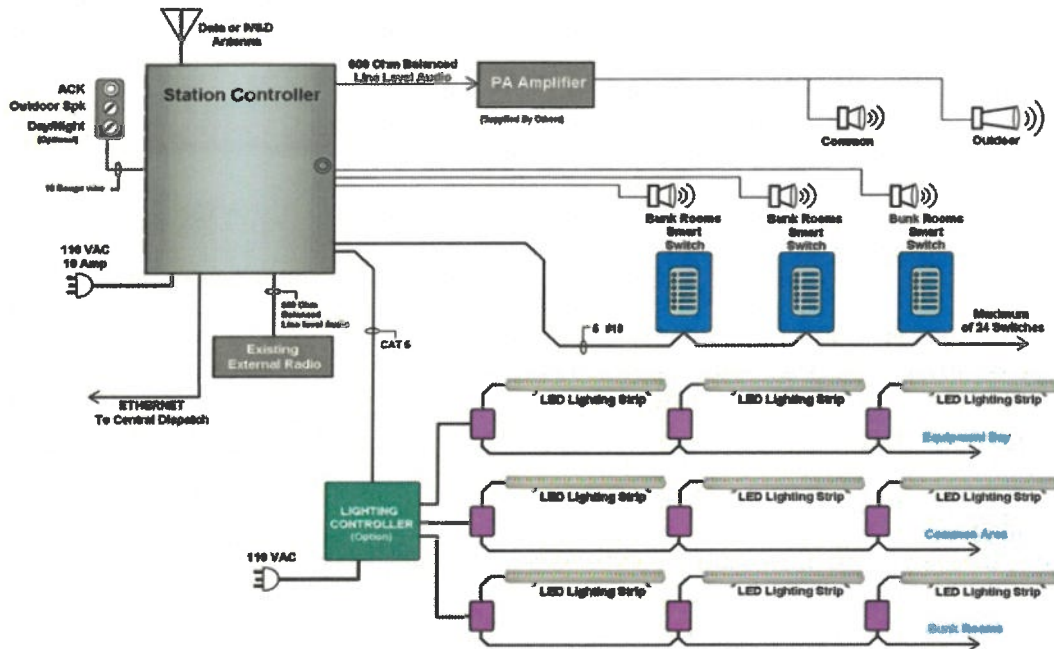


Figure 1-15: Lighting Controller

The LED lighting is connected to the Station Controller. The LED lighting can be configured for ramp time, maximum intensity, and colors.

Bunkroom LED lighting is ramped. Each bunkroom can have an LED light strip that will activate based on the type of alert. For example, if the bunkroom is reserved for the engine, the LED strip can be set to ramp to a red display. If the bunkroom is reserved for rescue, the LED strip can be set to ramp to a blue display. These high-intensity, RGB color LED strips can also be used in the common areas, bays, weight rooms, outside, offices, etc. When used in the hallways, they provide adjustable soft white egress lighting.

Exhibit A-1—System Description (Section 1)
VC Fire Alert System



Figure 1-16: MACH Alert LED Lighting

Dynamic Zone Selection Switches – Included for Volusia County Stations 22 and 44 (9 bunkrooms total)

If a department desires to have the flexibility of using their bunkrooms based on specific personnel, apparatus, and/or company, wall switches may be provided as an option, allowing each bunkroom (or Zone) to select the type of alert, or combination of alerts, to be directed to that bunkroom. Fire or EMS personnel can use any bunkroom and select their specific alert(s) to be directed to that room. LED indicators on the wall switch indicate which alerts have been selected, or no alerts.

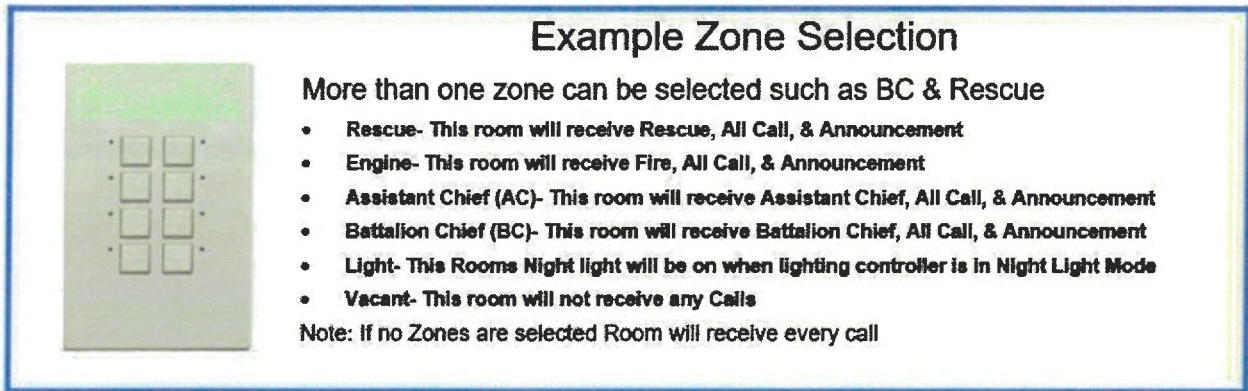


Figure 1-17: MACH Alert Zone Selector Switch

Incident Display Boards (IDBs) – (42 Modules Included for Volusia County Stations and all 61 Station Controllers are Licensed)

IDBs can be provided for each fire station. High Definition (HD) LED or LCD monitors are being provided by Volusia County and will be configured to display incoming alert incident information based on input from the CAD system (for example, units responding, address/location, incident type, cross streets, etc.) When alerted, the displays present a screen border color-coded to indicate the call type. A “count-down” and “count-up” timer is displayed indicating the amount of turnout time left and the amount of time past the required departure. The countdown timer is yellow. When it indicates 00, it turns red for the count-up time. If Internet access is granted, a map of the incident location can also be displayed on the IDB.

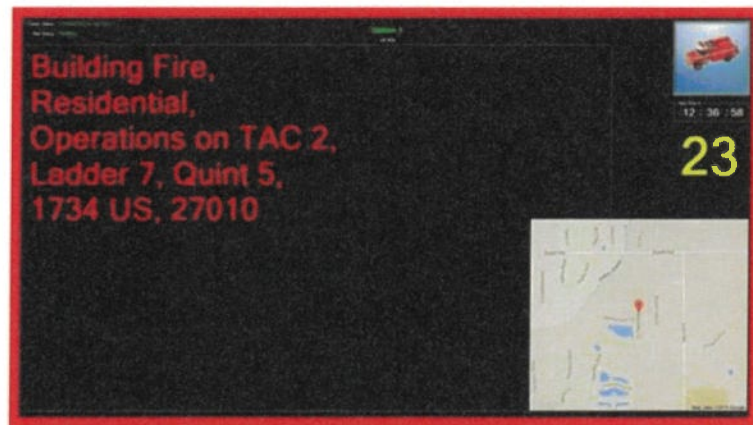


Figure 1-18: MACH Alert Incident Display Board

Optional System Features

Optional fire station auxiliary functions can be added to the Mach Alert FSA system to further enhance how a department responds to emergencies. Auxiliary functions may include, but are not limited to the following:

- Turnout Timers
- “Rip-and-run” Thermal Printers
- LED Scrolling Message Boards
- Station Status Touchscreen
- Opening bay doors
- Manual acknowledgment to dispatch that the station was alerted
- Manual acknowledgment to dispatch that the first responder has exited the station
- Automating exhaust systems
- “Safe Zone” doorbells can be heard over the PA system
- Appliance shut-off (automatic upon alert or button push)
- Station audio and lighting zones
- Bunkroom zoning
- Monitoring station intrusion alarms
- Control of traffic signals
- Monitoring generators (on/off, failures)
- Status of appliances (on or off)
- Status of fire station alerting equipment
- Weatherproof NEMA-4, NEMA-4X, or extra-large enclosure options

Turnout Timer (TOT) – Optional

The Mach Alert system can trigger an optional wall-mounted turnout timer when an alert is received. The TOT has configurable settings that allow for the adjustment of the countdown time interval. The countdown time is also configurable based on the alert type and can be automatically reset upon the next alert or can be reset through an external (optional) push button. The display is a 3-digit LED display that has a character viewing distance of 125 feet.



Figure 1-19: MACH Alert Turnout Timer

“Rip-and-Run” Thermal Printers – Optional

Mach Alert offers optional “rip-and-run” thermal printers at each fire station. Upon alert, the Station Controller transmits alert information (sourced from CAD or manual entry) to the thermal printer, which prints a perforated slip of paper with the critical information from dispatch. Mach Alert also supports existing printers via a serial interface.



Figure 1-20: MACH Alert Rip and Run Printer

LED Scrolling Message Boards – Optional

Mach Alert supports LED scrolling message boards at the fire stations. These single-line, IP-enabled marquee boards are configured to display alert incident information based on data from CAD (or manual entry) upon alert.

Station Status Touchscreen - Optional

The Mach Alert Station Controller at each fire station can be linked to a local status touchscreen. From this screen, fire responders or IT personnel can review local system alarms and histories, initiate test alerts, or configure the screen to act as a “last man out” device.

Standards and Compliance

The Mach Alert System design incorporates hardware, software, and system configurations that meet and exceed Public Safety standards for fire station alerting, NFPA 1221, NFPA 1710, and Monitoring for Integrity. Mach Alert has been designed to aid Dispatch Centers in meeting ISO requirements. Some key compliance points are as follows:

- NFPA 1221-compliant for Emergency Services Communication Systems
 - Redundant dispatch circuits supported
 - Independent backup power sources
 - Unique alarms
 - Integrity monitoring
 - Redundant communications links supported
 - Designed to improve turnout times
 - Independent dispatch voice circuit
- NFPA 1710-compliant for Organization and Deployment of Emergency Operations

Reliability

Understanding that reliability is of the utmost importance, the Mach Alert System design incorporates the following features to achieve this goal:

- Mach Alert utilizes Motorola's ACE3600, a proven high-performance Remote Terminal Unit (RTU) designed for industrial use
- NEMA-rated enclosures protect in-station hardware from damage
 - Locking doors and tamper detection switches standard
 - Upgraded enclosures available for outdoor use
- Redundant server components guard against failure
 - Dual power supplies
 - RAID 1 hard drive configuration
- Internal battery backup for the Station Controller and Alerting Interface Controller
- Separate voice and data links
- Redundant communications prevent single points of network failure
 - Alerts are sent over both links simultaneously
- Automatic alert retry in case of transmission failure

Multiple Levels of System Redundancy

If the proposed Fire Station Alerting System Architecture is NFPA1221 compliant, the Mach Alert FSA system offers multiple levels of system redundancy:

- If the CAD system should fail, the FSA Server provides the means for manually alerting the stations.
- If the FSA Server should fail, the CAD system will alert the stations directly via the Alerting Interface Controller (AIC).
- If the AIC should fail, the CAD system will alert the stations via the FSA Server (over IP only).
- Redundant communications links to each station (radio and IP) for station alerting.

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

- Redundant hard drives in the FSA Server.
- Remote access for station alerting from a secondary location or a command vehicle, for example.
- Integrated backup battery for the AIC and Station Controllers (SCs).
- If redundant FSA Servers and AICs are provided, then full Mach Alert dispatch hardware redundancy is achieved. If one of the FSA Servers should fail, the other automatically takes over. If one of the AICs should fail, the other AIC automatically takes over.
- If the CAD system should fail, a manual means of alerting stations is provided

Section 2

Statement of Work

Motorola Solutions is proposing to Volusia County the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Existing Volusia County Dispatch	Install 2 AICs, 2 Servers, 4 Dispatch Workstations, 1 Text-to-Speech interface, 4 console/workstation client installations, and the necessary spares.
61 Fire Department Locations	Install 61 Station Controllers containing 61 ACE3600s with integration to existing overhead paging systems.
21 Volusia County Fire Locations	Install 102 LED Light Strips, 21 LED Controllers , 9 Touchpad Selector Switches, 42 IDB modules (to County-provided TV/Monitors), and 21 Day/Night Switches.

The document delineates the general responsibilities between Motorola Solutions and Volusia County as agreed to by contract.

This Statement of Work (SOW) describes the most current understanding of the work required by Motorola Solutions, Inc. ("Motorola") to provide a successful implementation of a Mach Alert Fire Station Alerting (FSA) system for Volusia County.

The Mach Alert FSA system will utilize the existing radio system for the requested Text to Speech functionality

It is understood that this SOW may be revised during contract negotiations or the Detailed Design Review (DDR), and through any other Change Orders that may occur during the execution of the project.

The following sections detail the specific responsibilities of the Customer and Motorola in general and during various project phases. Motorola is responsible for coordinating and ensuring proper execution.

Motorola and Mach Alert will work with the Customer to integrate basic fire station alerting (FSA) functionality on the existing CAD system.

	Motorola Solutions	Volusia County
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contracts and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday through Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document the final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Provide backhaul performance specifications and demarcation points.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Provide minimum acceptable performance specifications for customer-provided hardware, software, LAN, WAN, and internet connectivity.	X	
Execute Change Order reconciling all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to the installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Provide an existing fire IP network that can accommodate the additional components for the requested upgrade.		X
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Provide Motorola personnel with administration rights to modify group policies on the domain controller and set up secure connections for Dispatch Positions for Browser Client support.		X
Deliverable: Equipment installed.		
Primary and Redundant Dispatch and Fire Station Installation		
Install Server, AIC, ACE3600, and Fire Station Controllers.	X	
Unistrut Hardware for mounting ACE3600	X	
Obtain Electrical Subcontractor (if required)		X
Perform Equipment Inventory and Delivery to Customer Sites	X	
Provide an Ethernet network connection with a minimum throughput of 1Mbps from each Fire Station to the FSA server located in the Dispatch facility. Provide required system interconnections between the dispatch and the radio CEN network, as well as the customer-provided network between dispatch and fire stations.		X

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present them for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present them to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.	X	X
Conduct a cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Cut over users and ensure that user radios are operating on the system.		X
Resolve punch list items, documented during the Acceptance Testing phase, to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with the resolution of identified punch list items by providing support, such as access to the sites, equipment, and system, and approval of the resolved punch list items.		X
Deliverable: Migration to new system completed, and punch list items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during the warranty which aligns with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by the Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list, and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer-preferred electronic media. The documentation will include the following: • Site Block Diagrams. • Site Floor Plans. • Site Equipment Rack Configurations. • ATP Test Checklists. • Functional Acceptance Test Plan Test Sheets and Results. • Equipment Inventory List. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.1 Volusia County Responsibilities

Volusia County will assume responsibility for the installation and performance of all other equipment and work necessary for the completion of this project that is not provided by Motorola Solutions. General responsibilities for Volusia County include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for the project as required.

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

- Volusia County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- Coordinate the activities of all Volusia County vendors or other contractors.

2.2 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola Solutions will verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Volusia County or the responsible Fire Department is to provide all buildings, equipment shelters, and towers required for system installation.
- Volusia County or the responsible Fire Department is to ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Volusia County or the responsible Fire Department is to obtain all licensing, site access, or permitting required for project implementation.
- Volusia County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described. If additional grounding or electrical are necessary, a change order may need to be executed.
- Any site/location upgrades or modifications are the responsibility of Volusia County.
- If multiple facilities that require alerting are on the same property (i.e. Fire in one building and EMS in another), it is the responsibility of the customer to provide adequate conduit(s) with pull strings for the cabling to be pulled between buildings. The buildings shall be no more than 50' of each other.
- Approved FCC licensing provided by Volusia County.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Volusia County.
- No coverage guarantee is included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Volusia County system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Please note that according to the current system architecture, the Mach Alert solution as provided in this proposal, along with the County's existing standalone VHF paging solution is NFPA 1221 compliant. This is due to there being two standalone systems with Mach Alert being one method of notification with There is not an integration to any radio resource at the fire station into the Mach Alert included in this proposal.
- Volusia County shall provide at least one (1) reliable Ethernet network connection (min 1Mbps) to dispatch and all fire stations for the fire station alerting solution and provide all network equipment and cabling to the Mach Alert or Motorola-provided equipment. Networking components such as firewalls, switches, routers, or modifications to any such equipment are the customer's responsibility. Switching equipment for operation of the FSA system after the County-provided Ethernet (RJ45) handoff(s) at each location is included.
- Provide Mach Alert support staff with a mechanism for secure remote access to the proposed FSA Server.
- Provide adequate rack space, in a conditioned environment for the proposed FSA servers and associated ancillary equipment.
- Volusia County or the local municipality to supply adequately sized AC electrical service and backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location to the mutually agreed upon demarcation point.

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

- The County is to provide connectivity between the CAD system and the FSA system via an IP connection as defined in the specification to be provided at system procurement. Coordinate CAD Interface Setup and Functional Testing, per Mach Alert CAD Interface Functional Test and Procedure/Checklist, and document results.
- Existing traffic light preemption, door interfaces, and gas/electrical disconnect devices will be wired to one of the existing digital inputs in the Mach Alert system using a common normally open or normally closed setting. Motorola shall quote the necessary low-voltage cabling to the solenoid replacing an existing low-power activation wall switch, but it is the County's responsibility to integrate the cabling to the county-provided interface.
- County to provide a reliable interface/connectivity from the County's CAD vendor (CentralSquare Technologies) to the Mach Alert FSA System via an IP Connection according to specifications. Any API development costs that are required by the County's existing CAD vendor are not included in this proposal and will be a County responsibility. We've included the cost for MA to work with the County's existing CAD vendor during API development.
- If the County elects to proceed with the TTS via OTA option then they will be required to provide the Harris donor radios at the dispatch site. The County will be responsible for programming those radios.
- The County and the Fire Stations are responsible for providing the standalone VHF paging solution that is not integrated into the Mach Alert solution.
- Assumes reuse of the existing PA system (i.e. amplifiers and speakers) at the Fire Station(s).
- Access to locations for the installation of equipment will be provided by Volusia County during the installation.
- Assumes installation of 61 fire stations, dispatch, and any additional system components (add-ons) at the same time.
- Costs for fire station lighting licensing, IDB licensing, and redundant NICs have been included in all station controllers, regardless if they are outfitted with these optional add-ons.
- Lighting implementation included is to configure one (1) station with the customer, therefore training them on how to configure additional stations.
- Warranty costs are to be determined after a system design has been finalized.
- Removal, relocation, and disposal of obsolete communications equipment will be the responsibility of the County.
- This document includes all the necessary items to ensure a smooth installation and deployment, this quote includes estimates for the following services:
 - System installation, optimization, integration, and testing
 - Project management and field engineering for system installation and optimization
 - System documentation

For Reference - Key Terms

- AIC - Alerting Interface Controller
- TTS - Text To Speech
- IDB - Incident Display Board
- OTA - Over The Air
- RTU - Remote Terminal Unit
- SC - Station Controller
- CAD - Computer Aided Dispatch
- FSA - Fire Station Alerting
- MA - Mach Alert

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

- CEN - Customer Enterprise Network

{The remainder of this page intentionally left blank.}

Section 3

Service/Warranty

3.1 Warranty

Motorola Solutions is providing a warranty for the FSA system such that the equipment and software are free from defects for eighteen (18) months from the date of shipment from the Motorola or Mach Alert facility or twelve (12) months from customer system acceptance, whichever is earlier.

The warranty does not apply to malfunctions, failures, or defects resulting from abuse, misuse, accident, alteration, neglect, improper maintenance, unauthorized or improper repair or installation, or acts of God such as fire, flood, etc.

3.2 Maintenance & Support Contract

Motorola has included a total of 5 years of maintenance and support in this proposal. This will include hardware and software maintenance and support. This begins at the start of the warranty.

Any additional (optional) items quoted directly to the city fire departments for this initial phase, must be executed on or before November 8, 2024, to include extended maintenance and support for these options, if desired. Failure to proceed within this timeframe could result in an increase in pricing.

3.3 Hardware Spares

An adequate supply of spares is included in this proposal to minimize system downtime.

3.4 Software Repair

For defective software under warranty, Motorola Solutions or Mach Alert will, with end customer coordination and approval, remotely connect to the Mach Alert FSA System and perform system diagnostics to ascertain and resolve the problem. Mach Alert will furnish and install corrected software.

Section 4

Proposed Project Schedule

The project schedule details the projected timeline for completing the required tasks to successfully implement the new communications system. During the Contract Design Review meeting following the contract award, Motorola's Project Manager will present a baseline project schedule to Volusia County based on knowledge and timeline goals learned during the Kickoff Meeting. The baseline schedule will be updated regularly during project implementation and provided to the County Project Manager in an agreed-upon format. Motorola and Volusia County will work together to identify all project responsibilities for the successful completion of the project.

Motorola intends to complete the project as efficiently as possible, in the interest of all parties. The Public Safety project schedule presented with this proposal is based on a 9-month implementation.

Date	Milestone
Start	All proposed sites are ready for installation and backhaul completed and/or ordered. (County responsibility)
Within 30 days	Contract Design Review (CDR)
Months 2-5	Equipment Manufacturing
Months 6-9	Fixed Network Equipment Installation, Testing, Cutover, Final Acceptance

Section 5

Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to Volusia County.

Description	Price (\$)
Dispatch (Install 2 AICs, 2 Servers, 4 Dispatch Workstations, 1 Text-to-Speech interface, 4 console/workstation client installations, and the necessary spares), 61 Fire Department Locations (Install 61 Station Controllers containing 61 ACE3600s with integration to existing overhead paging systems), additional items at Volusia County stations (including 21 LED Controllers, 102 LED Light Strips, 9 Touchpad Switches, 42 IDB modules, and Spare Equipment) Implementation, and Warranty with 5-Year Maintenance & Support Services	\$3,997,755
<i>Sourcewell Discount</i>	<i>(\$130,245)</i>
<i>Receipt of Executed Contract by 6/21/2024 Incentive</i>	<i>(\$269,857)</i>
Total System	\$3,597,653

- This proposal is subject to the terms and conditions of Motorola Solutions' Sourcewell contract.
- All Pricing and incentives are valid through 6/21/2024.

Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. **10% of the System Price due upon contract execution (due upon effective date);**
2. **50% of the System Price due upon shipment of equipment from Staging;**
3. **15% of the System Price due upon installation of equipment; and**
4. **25% of the System Price due upon Final Acceptance.**

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to

Exhibit B—Pricing Summary (Section 5)
VC Fire Station Alerting

the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT C INSURANCE REQUIREMENTS

Fire Station Alert System

1. 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 at 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:

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation in favor of County and municipalities listed in figure 2 (page 5)	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY ☒ Occurrence Basis ☒ Contractual Liability ☒ County and municipalities listed in figure 2 Additional Insured for both Premises-Operations and Products-Completed Operations. ☒ Waiver of Subrogation in favor of County and municipalities listed in figure 2. ☒ Primary & Non-contributory with any insurance or self-insurance maintained by County and municipalities listed in figure 2.	EACH OCCURRENCE	\$ 3,000,000
	GENERAL AGGREGATE	\$ 5,000,000
	Premises-Operations	\$ 3,000,000
	Products & Completed Ops	\$ 3,000,000
	Personal & Adv Inj.	\$ 3,000,000
AUTO LIABILITY ☒ Any Auto ☒ County and municipalities listed in figure 2 Additional Insured for both Premises-Operations and Products-Completed Operations. ☒ Waiver of Subrogation in favor of County and municipalities listed in figure 2.	Combined Single Limit	\$ 2,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
<i>Note: If contractor does not have “Coverage Symbol 1: Any Auto”, shall have Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned).</i>		
CYBER INSURANCE ☒ Network and Information Security & Privacy Liability ☒ Third Party Privacy Breach Management Costs	\$ 2,000,000 each Claim	
	\$ 2,000,000 Aggregate	
CANCELLATION: Thirty (30) days written notice of cancellation on all policies but the Cyber Liability is required to the Certificate Holder:		

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Andrew G. Kokitus, NIGP-CPP</u>	 Risk Management Division
---	---

- 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. The policy limits for all required policies in *Figure 1* shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required in this exhibit.
- C. 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.
- D. 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.
- E. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- F. Required Policies and Limits. underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- G. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County and municipalities listed in figure 2 are required to be included as an additional insured, the coverage and limits provided to the County and the municipalities listed in figure 2 under Contractor’s insurance policies shall be that listed in *Figure 1*. All coverage provided to the County and the municipalities listed in figure 2 as an additional

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents 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.

- 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 of the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing 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. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing 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 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 obtain and maintain Commercial General Liability insurance, with limits of the amounts shown in *Figure 1*. 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, and Subcontractors 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 Coverages A and B. 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. Policy shall include either 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

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

required to be included 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.

For non-construction projects, Contractor shall include County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to include another party as an additional insured, Contractor shall include said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be included as an additional insured.

- J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of the amounts shown in *Figure 1* for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written **with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles).** The County and the municipalities listed in figure 2 shall be included as an additional insured under this policy when required in *Figure 1*. ***If Motor Vehicle Liability is by endorsement to another policy required in Figure 1, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in Figure 1, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.***
- K. Cyber Insurance. The Contractor shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, with a limit of the amounts shown above with an aggregate limit and per claim basis, with coverage for (a) data breaches by the Contractor or anyone causing the loss of use of electronic data; loss of personally identifiable information or County confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; (c) violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging Web 2.0

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

liabilities created by casual users of third parties accessing Contractor's web site(s) or computer systems through eMedia and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (excluding patents and trade secrets) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of County revenue or expense to the County due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

Technology Errors & Omissions. The Contractor shall secure and maintain during the term of the Agreement, with a limit of that required *Figure 1*, a Technology Errors & Omissions policy. Policy shall include coverage for technology services and technology products. Policy shall include coverage for failure of electronic and software products to perform the function or serve the purpose intended after installation and testing. Policy shall include coverage to replace or restore County electronic data lost from any cause whatsoever (including but not limited to a computer virus, malware, or breach of network security or loss of use, reduction in functionality or damage, destruction, distortion, erasure, corruption or alteration of electronic data) arising from Contractor's services under the Agreement, whether occasioned by the Contractor or its Subcontractors, or their agents or employees including any cost or expense of whatsoever nature resulting there from.

If the Contractor fails to secure and maintain the 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.

- L. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. 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.

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

- 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 (excluding Cyber Liability and Technology Errors and Omissions policies). 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 and the municipalities listed in figure 2.
- 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 General Liability, Automobile Liability, and Workers' Compensation insurance policies approved by the County under the Agreement within thirty (30) business days of receipt of such notice or change.
- 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.

B. 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 policies covered, the amounts of insurance applicable to each policy and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County in the form of a certificate of insurance 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. In the event of a lawsuit in which the County is specifically named or in the event of a claim being denied coverage, Contractor will make the applicable insurance policy available for review by the County with confidential and private information redacted. Redactions shall not be made that would affect coverage for the County and parties included as additional insureds under this agreement. The Agreement may be terminated by the County, without penalty or expense to the County, if at any time during the term of the Agreement proof of any insurance required hereunder are not provided to the County upon request.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these 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 the right to terminate the Agreement.

3. The provisions of this Exhibit C shall survive the cancellation or termination of the Agreement.

4. **Figure 2**

Municipality
City of Daytona Beach, Fla.
City of Debary, Fla.
City of DeLand, Fla.
City of Deltona, Fla.
City of New Smyrna Beach, Fla.
City of Ormond Beach, Fla.
City of Port Orange, Fla.
City of Orange City, Fla.
City of Edgewater, Fla.
City of Holly Hill, Fla.
City of South Daytona, Fla.
City of Ponce Inlet, Fla.

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and County of Volusia, Fla. ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement

Exhibit D—Motorola Software License Agreement
VC Fire Station Alerting

and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights,

Exhibit D—Motorola Software License Agreement
VC Fire Station Alerting

trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

Exhibit D—Motorola Software License Agreement
VC Fire Station Alerting

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 INTENTIONALLY LEFT BLANK

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with

Exhibit D—Motorola Software License Agreement
VC Fire Station Alerting

the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**AGREEMENT FOR PUBLIC SAFETY COMMUNICATIONS TECHNOLOGY AND
HARDWARE SOLUTIONS BETWEEN THE COUNTY OF VOLUSIA AND MOTOROLA
SYSTEMS, INC.**

This Agreement for Public Safety Communications Technology and Hardware Solutions (hereinafter "Participating Addendum") is made and entered into by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Florida, whose principal place of business is located at 500 W. Monroe, Chicago, IL 60661 (hereinafter the "Contractor") and the 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 (hereinafter the "County.") Contractor and the County are referred to collectively as the "Parties" or "parties."

WHEREAS, "Sourcewell," a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota, entered into Contract No. 042021-MOT with Contractor (hereinafter, the "Contract") on or about July 4, 2021;

WHEREAS, the term of the Contract runs through June 23, 2025, unless canceled or extended as stated in the Contract;

WHEREAS, pursuant to Sections 5 and 6 of the Contract, participation in the Contract is open to public entities such as the County;

WHEREAS, Section 6 of the Contract allows for additional terms and conditions beyond those set forth in the Contract to be negotiated between Contractor and a participating entity such as the County;

WHEREAS, the County wishes to access and participate in the Contract in order to procure public safety communications technology and hardware solutions, and Contractor wishes to provide same;

WHEREAS, the Parties wish to enter into those terms and conditions set forth below, in addition to the terms of the Contract.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

The foregoing recitals are true, correct and material to this Participating Addendum.

**Volusia County's Terms
and Conditions**

County. 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 ("Constitutional"), 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.

Disputes. If a dispute arises under the Contract, including this Participating Addendum, and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute

Notice”) describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party’s notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with 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 such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This Participating Addendum 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 Participating Addendum shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, exclusively in the Middle District of Florida, Orlando Division. By entering into this Participating Addendum, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Participating Addendum, and, unless otherwise expressly provided in this Participating Addendum, each agrees to bear its own costs and attorney’s fees relating to any dispute arising under this Participating Addendum.

Notices. All notices given by one party to the other party under this Participating Addendum shall be delivered to the receiving party’s address set forth on this Participating Addendum either by hand, qualified courier, or e- mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Payment. County shall pay Contractor within 45 (forty-five) days after receipt of an accurate and undisputed invoice, Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the Participating Addendum. The County may deduct amounts it is due from Contractor’s payment or not pay disputed invoices until such dispute is resolved. Nothing in this Participating Addendum shall create any obligation on the part of the County to pay directly to any subcontractor of Contractor any monies due to such subcontractor or claims of such subcontractor for amounts owed by Contractor to subcontractor for goods or services provided under this Participating Addendum. Invoicing and payment shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes (*i.e.*, the Florida Local Government Prompt Payment Act).

E-Verify. By providing any good or service to the County or accepting payment for same, Contractor warrants and certifies it has registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees. Contractor is subject to and agrees to abide by Sections 448.09 and 448.095, Fla. Stat. Contractor is required to comply with the provisions of Section 448.095, Fla. Stat. 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 Contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT 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 the 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 the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the 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 Agreement 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 the Contractor of such request, and the 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 the Contractor's failure to comply with the public records disclosure requirements of

section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's 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.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Warranty. Contractor warrants that all Work or Services performed under the Contract and this Participating Addendum shall be performed in a good and competent workmanlike manner, and materials shall be of good quality (unless otherwise stated on this Participating Addendum), and free from defects and pursuant to specifications and requirements of the contract related to this Participating Addendum.

Confidential Information.

Generally. Both parties hereby acknowledge that each may be exposed to confidential and proprietary information of the other and providers of software and confidential and proprietary information, business information, and information that may be exempted from disclosure or prevented from being disclosed by reason of law. If Contractor intends to designate certain information provided to County as Confidential, then such information must be expressly identified in writing by the Contractor and Contractor must provide the County with a completed Non-disclosure form provided by the County.

Confidential Information. Confidential information shall constitute information which is exempt from disclosure pursuant to Chapter 119, Public Records Law, Florida Statutes (2014), Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), Chapter 812 of the Florida Statutes (2014), and any other Florida statute that may provide for an exemption confidentiality of certain information (hereinafter "Confidential Information"). Additionally, and for the purposes of this Agreement and any future statement of work, Confidential Information shall include Confidential Information and/or trade secret information disclosed by Contractor to the County that is expressly identified in writing by Contractor and Contractor's subcontractors. As such, any Confidential Information as defined herein that is provided by Contractor to County must be expressly identified in a fully completed and executed Nondisclosure Agreement for Confidential Materials, which Contractor may obtain from the County's Purchasing and Contracts Division.

Confidential Information and/or trade secrets do not include the following:

- A. Information already known to or independently developed by the recipient;
- B. Information in the public domain through no wrongful act of the recipient;
- C. Information received by the party in possession from a third party the recipient;
- D. Information regularly disclosed by the owner of the information to third parties without restriction on disclosure; or
- E. Information required to be disclosed by law or an order of court, provided that a party required to make disclosure of the other party's Confidential Information shall first notify the other party of such requirement and permit the party to obtain a protective order or other similar relief.

With respect to the Confidential Information, both parties hereby agree that during the term of this Agreement and at all times thereafter, neither shall use, commercialize or disclose such Confidential Information obtained from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such claiming party may impose in writing.

Restrictions upon Disclosure of Information. Each party agrees subject to the conditions and obligations of this Article - Confidential Information:

- A. To treat the other's Confidential Information as proprietary to the other;
- B. To not knowingly disclose to any person, other than its employees, consultants, or agents or the employees, consultants and agents of the other party (as directed by the other party), any Confidential Information belonging to the other party;
- C. To inform its employees, consultants and agents of the confidential nature of the others information and of the requirement of nondisclosure; and
- D. In the event either party has actual knowledge of a breach of the nondisclosure requirements of this Article, the party acquiring such knowledge shall promptly inform the other party and assist that party in curing the disclosure, where possible, and preventing future disclosures.

Where County receives a request by a third party for disclosure of (i) the Confidential Information or (ii) other information that County believes to be Confidential Information and/or a trade secret of Contractor, County shall, in either instance, give written notice to Contractor and Contractor shall take immediate action to notify County in writing whether Contractor agrees to the disclosure or whether Contractor opposes disclosure and shall take legal action to prevent such disclosure.

Where Contractor receives a request by a third party for disclosure of information that Contractor believes to be Confidential Information and/or a trade secret of County, Contractor shall give written notice to County and County shall take immediate action to notify Contractor in writing whether County agrees to the disclosure or whether County opposes disclosure and shall take legal action to prevent such disclosure.

In the event a third party makes a public records request to the County for disclosure of the Licensed Software or Documentation or any item which has been marked and identified by Contractor as confidential or a trade secret, and, the County has refused disclosure and the third party files suit to require disclosure, Contractor acknowledges the County is required to submit any requested item to the court for inspection in camera as set forth in Section 119.07(1)(g), Florida Statutes (2021), or as such provision may be amended. Contractor further acknowledges that Section 119.12, Florida Statutes (2021), states:

If a civil action is filed against an agency to enforce the provisions of this chapter and if the court determines that such agency unlawfully refused to permit a public record to be inspected or copied, the court shall assess and award, against the agency responsible, the reasonable costs of enforcement including reasonable attorneys' fees.

Contractor understands and acknowledges that records kept, maintained, or made in the course of performing this Agreement are public records, subject to disclosure pursuant to Chapter 119, Florida Statutes, unless such records are deemed private or otherwise confidential and exempt pursuant to Florida law. If the Contractor fails to cooperate with the County in producing any such records or otherwise fails to maintain, keep, and store such records in accordance with Florida law, then the Contractor shall be liable to the County for any costs, fees, or penalties assessed against the County pursuant to Section 119.12, Florida Statutes (2021), including any successor statutes, and shall further indemnify, defend, and hold the County harmless from any such costs, fees, or penalties.

Except to the extent authorized in this Agreement, both parties hereby agree that during the term of

this Agreement and at all times thereafter, neither shall use, commercialize or disclose Confidential Information as defined herein and/or trade secret obtained from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such claiming party may impose in writing.

Notwithstanding the foregoing provisions, disclosure of a purported trade secret or Confidential Information shall not be precluded if:

- A. Such disclosure is in response to a lawful and valid order of a court or other governmental body of the United States or any political subdivision thereof; or
- B. Such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose; or
- C. The County received the prior written consent to such disclosure from Contractor, but only to the extent permitted in such consent; or
- D. Disclosure is required by Florida law, including but not limited to Chapter 119, Florida Statutes; or
- E. Disclosure is not exempted by Florida law, including but not limited to Chapter 119, Florida Statutes; or
- F. Disclosure is required by Federal law, which is preemptive of Florida law.

In the event of an intended or required disclosure described above, the party intending or being required to disclose the other party's Confidential Information shall provide the other party with reasonable advance notice in order to permit the other party the opportunity to seek a protective order or other appropriate relief. County shall first comply with its obligations under this Agreement, subject to Chapter 119, Florida Statutes (2021) that permit Contractor to object to such disclosures.

Electronic Signatures. Contractor acknowledges that _____ [name and title of signatory] (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory and Motorola Solutions, Inc. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

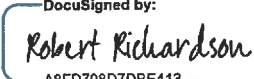
{Remainder of this page intentionally left blank.}

Exhibit E—Volusia County Terms and Conditions

IN WITNESS THEREOF, the parties have caused this Participating Addendum to be executed by the undersigned authorized persons.

ATTEST

MOTOROLA SOLUTIONS, INC.

By: 
A8FD798D7DBE413...

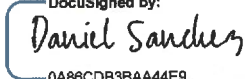
Robert Richardson

Name

Area Sales Manager

Title

Date: 5/30/2024 | 12:41:44 CDT

By: 
0A86CDB3BAA44E9

Daniel Sanchez

Name

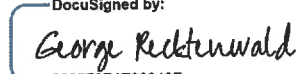
Territory VP

Title

Date: 5/30/2024 | 13:24:40 EDT

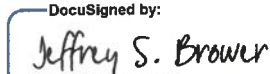
ATTEST

COUNTY OF VOLUSIA

By: 
2265F6E1E09043E...

George Recktenwald
County Manager

Date: 6/21/2024 | 10:11:00 EDT

By: 
FF54386B8ED439

Jeffrey S. Brower
County Chair

Date: 6/20/2024 | 16:58:18 EDT

Exhibit F—System Acceptance Certificate
VC Fire Station Alerting

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____



City of Ormond Beach

Fire Station Alerting Enhancements

November 1, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2024 Motorola Solutions, Inc. All rights reserved.

Motorola Solutions Solutions Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

November 1, 2024

Nate Quartier, Deputy Fire Chief
City of Ormond Beach

364 S. Atlantic Ave.
Ormond Beach, FL 32164

Subject: Fire Station Alerting Enhancements

Dear Deputy Chief Quartier,

Motorola Solutions, Inc. (Motorola Solutions) is pleased to have the opportunity to provide the City of Ormond Beach with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your requirements.

To best meet the functional and operational specifications of this request, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the Mach Alert fire station alerting Enhancements for Ormond Beach Shores Fire, stations 91,92,93,94 and includes:

- 4 LED Controllers
- 17 LED Light Strips
- 6 IDB modules
- Implementation.

The products and services referenced in this proposal shall be provided under the terms and conditions set out in the Communications System and Services Agreement (CSSA) between Motorola Solutions and the County of Volusia (FL) dated June 21, 2024. This proposal shall remain valid until February 7, 2025. The City of Ormond Beach may accept the proposal by delivering to Motorola Solutions a PO referencing the Communications System and Services Agreement (CSSA) executed between Motorola Solutions and the County of Volusia (FL) on June 21, 2024 and signature on the contractual dentation section of this proposal. Any questions can be directed to your local Motorola Solutions Account Executive, Melissa Cavallo, at 772-663-2994.

Sincerely,

Motorola Solutions, Inc.

Rob Richardson
Area Sales Manager, North FL

Table of Contents

Section 1
System Description
 1.1 Mach Alert Fire Station Hardware.....

Section 2
Statement of Work
 2.1 City of Ormond Beach Responsibilities
 2.2 Assumptions.....

Section 3
Service/Warranty
 3.1 Warranty.....

Section 4
Pricing Summary
 4.1 Equipment and Services
 4.2 Payment
 4.3 Invoicing

Section 5
Contractual Documentation.....

Section 1

System Description

In response to the City of Ormond Beach request, Motorola Solutions, Inc. (Motorola Solutions) will install the following enhancements to the Mach Alert system being provided by the County of Volusia.

1.1 Mach Alert Fire Station Hardware

The following sections detail the Mach Alert Hardware that is available for installation in the fire stations.

Integration to Existing Station Lighting

Motorola is proposing to integrate to the existing station lighting via a low voltage interface at each station.

Audio Selector Switches

Motorola is proposing to install either A/B or 4-way audio switches at certain stations. This will be further defined in the Statement of Work section.

Incident Display Boards (IDBs)

IDBs modules and splitters will be provided as defined in the Statement of Work section. Monitors and/or TVs will be customer-provided and shall be configured to display incoming alert incident information based on input from the CAD system (for example, units responding, address/location, incident type, cross streets, etc.) When alerted, the displays present a screen border color-coded to indicate the call type. A “count-down” and “count-up” timer is displayed indicating the amount of turnout time left and the amount of time past the required departure. The count-down timer is yellow. When it indicates 00, it turns red for the count-up time. If Internet access is granted, a map of the incident location can also be displayed on the IDB.

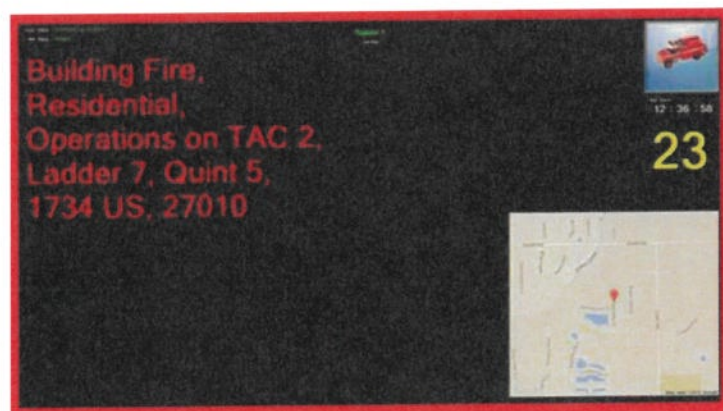


Figure 1-18: MACH Alert Incident Display Board

Section 2

Statement of Work

Motorola Solutions is proposing to City of Ormond Beach the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
City of Ormond Beach Station 91,92,93,94	City of Ormond Beach Fire Station Equipment (including 4 LED Controllers, 17 LED Light Strips, 6 IDB modules, 4 Turnout Timers and Implementation.

The document delineates the general responsibilities between Motorola Solutions and City of Ormond Beach as agreed to by contract.

This Statement of Work (SOW) describes the most current understanding of the work required by Motorola Solutions, Inc. ("Motorola") to provide a successful implementation of a Mach Alert Fire Station Alerting (FSA) system for the City of Ormond Beach.

It is understood that this SOW may be revised during contract negotiations or during the Detailed Design Review (DDR), and through any other Change Orders that may occur during the execution of the project.

The following sections detail specific responsibilities of the Customer and Motorola in general and during various project phases. Motorola is responsible for coordinating and ensuring proper execution.

	Motorola Solutions	City of Ormond Beach
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X

	Motorola Solutions	City of Ormond Beach
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	

Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff (Completed in conjunction with the County of Volusia Project)		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review (Completed in conjunction with the County of Volusia Project)		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide demarcation points.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X

	Motorola Solutions	City of Ormond Beach
Provide minimum acceptable performance specifications for customer provided hardware.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Deliverable: Solution equipment received and ready for installation		

General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide system interconnections that are not specifically outlined in the system design, including low voltage interfaces to the existing lighting systems.		X
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Deliverable: Equipment installed.		
Fire Station Installation		
Install Audio Selector Switches, IDB Modules, HDMI splitter (if applicable) and low voltage interface from Mach Alert to existing lighting system interface.	X	
Obtain Electrical Subcontractor (if required)		X
Perform Equipment Inventory and Delivery to Customer Sites	X	
Functional Acceptance Testing (Completed in conjunction with the County of Volusia Project)		
Functional Acceptance Testing is part of the County of Volusia Purchase	X	X
PROJECT TRANSITION		
Cutover (Completed in conjunction with the County of Volusia Project)		
Cutover is part of the County of Volusia Purchase	X	X
Finalize Documentation and System Acceptance		
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.1 City of Ormond Beach Responsibilities

City of Ormond Beach will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. General responsibilities for City of Ormond Beach include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- City of Ormond Beach will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s). Equipment may also be delivered and staged along with the County of Volusia Mach Alert project.
- Coordinate the activities of all City of Ormond Beach vendors or other contractors.

2.2 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- City of Ormond Beach to provide all buildings, equipment shelters, and towers required for system installation.
- City of Ormond Beach are to ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- City of Ormond Beach are to obtain all licensing, site access, or permitting required for project implementation.
- City of Ormond Beach will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- This proposal assumes existing lighting can interface to Mach Alert system utilizing existing low-voltage interfaces to activate/deactivate existing station lighting. Motorola will interface to those existing interfaces only using a standard low voltage (12-24v normal open or normal closed circuit).
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of. City of Ormond Beach. Approved FCC licensing provided by City of Ormond Beach.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of City of Ormond Beach.
- Any required system interconnections not specifically outlined here will be provided by City of Ormond Beach. These may include low voltage interfaces and other types of connectivity.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

Section 3

Service/Warranty

3.1 Warranty

Motorola Solutions is providing a warranty under the County of Volusia Mach Alert project. Pursuant to the master agreement with Volusia County under section 3.2, if the proposed equipment is purchased on or before November 8, 2024, the equipment will include 5 years of maintenance and support at no additional cost. If the purchase is made after the November 8, 2024 deadline, the equipment will include the standard warranty of 12 months.

Section 4

Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to the City of Ormond Beach.

4.1 Equipment and Services

Description	Price (\$)
Additional items at City of Ormond Beach Fire Stations (including 4 LED Controllers, 17 LED Light Strips, 6 IDB modules (with Splitters based upon the request below), 4 Turnout Timers, and Spare Equipment and Implementation.	\$89,274
<i>Sourcewell Discount</i>	<i>(\$2,615)</i>
Total System	\$86,659

This proposal is subject to the terms and conditions of Motorola Solutions' Sourcewell contract and this pricing is valid through February 7, 2025.

4.2 Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

- 1. 50% of the System Price due upon contract execution (due upon effective date); and**
- 2. 50% of the System Price due upon Final Acceptance.**

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

4.3 Invoicing

Invoices will be sent to the Customer at the following address:

Name: Nate Quartier, Deputy Fire Chief

Address: 364 S. Atlantic Ave, Ormond Beach, FL 32165

Phone: 386-290-3112

E-INVOICE. To receive invoices via email:

Customer Accounts Payable Email: Nathan.Quartier@ormondbeach.org

Customer CC(optional) Email:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name Ormond Beach Fire, Attn: Nathan Quartier

Address: 364 S. Atlantic Ave, Ormond Beach, FL 32165

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Ormond Beach Fire, Attn: Nathan Quartier

Address: 364 S. Atlantic Ave, Ormond Beach, FL 32165

Phone: 386-290-3112

Section 5

Contractual Documentation

This proposal shall be governed by the terms and conditions set out in the Communications System and Services Agreement (CSSA) executed between Motorola Solutions and the County of Volusia (FL) on June 21, 2024.

Please indicate acceptance of these terms by signing the acceptance block below:

Customer: City of Ormond Beach

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Date: 06/18/2024		AGENDA ITEM		Item: 08	
☐ Ordinance		☐ Resolution		☐ Budget Resolution	
☒ Other					
County Goals					
☐	More Efficient Regulatory Framework	☐	Increase Efficiency and Effectiveness of Government Operations	☐	Implement a Plan for Expanded Recreation
☐	Enhance Fiscal Stewardship	☐	Support a Solution-Oriented Culture	☒	NA
Department: Emergency Services Division: Fire Rescue					
Subject: Approval of agreement with Motorola Solutions, Inc. for fire station alerting system for all county and municipal fire stations, utilizing Sourcewell contract 042021-MOT.					
Marja Kolomyski Proxy for James A. Judge II Director Emergency Services Approved By: <i>Marja Kolomyski</i> Department Approval		Pamela Wilsky Approved By: <i>Pamela Wilsky</i> Approved in Accordance with Purchasing Policies and Procedures		Legal Thomas Russell Brown Senior Assistant County Attorney Approved By: <i>Thomas Russell Brown</i> Approved as to Form and Legality	
Joseph W. King Director Fire Rescue Approved By: <i>Joseph W. King</i> Division Approval		Aaron Van Kleeck Approved By: <i>Aaron Van Kleeck</i> Approved as to Budget Requirements		County Manager's Office Ryan Ossowski Chief Financial Officer Approved By: <i>Ryan Ossowski</i>	
Council Action:					
Modification:					
Fund Number(s):		Description:		Amount:	
003 Coronavirus Relief Transition Fund		003-930-4607-6430 (Expenditure: Other Equipment)		\$3,597,653.00	
Total Item Budget: \$3,597,653.00					
Staff Contact(s):			Phone:		Ext.
Jim Judge			386 822 5037		16620
Joseph King			386 736 5940		12909
Summary/Highlights: In cooperation with the Volusia County Fire Chief's Association, Volusia Sheriff's Dispatch, Volusia County Information Technology and Volusia County EMS, the Fire Rescue Division requests utilization of Sourcewell contract 042021-MOT to install Mach Alert, which is a					

redundant dispatch fire station alerting system. This will provide the backbone for fire station alerting and connecting the 61 sites to the dispatch center. These 61 sites include 21 county fire and EMS stations and 40 city fire stations. The Mach Alert Fire Station alerting system serves as the cornerstone for the successful operation of the dispatch alerting process. The planning for this system was done in coordination with the CAD system update.

Staff requests approval of the attached agreement, based on the Sourcewell competitively solicited cooperative contract No. 042021-MOT for public safety communications technology and hardware solutions, to purchase the fire station alerting system. The total cost for the project is \$3,597,653.

Copies of the agreements are attached.

Recommended Motion: Approval

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and the County of Volusia ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, (the "Contract"), which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by Customer.

For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A—Scope of Services Documents

A-1—System Description (Section 1)

A-2—State of Work (Section 2)

A-3—Service/Warranty (Section 3)

A-4—Proposed Project Schedule (Section 4)

Exhibit B—Pricing Summary (Section 5)

Exhibit C—Insurance

Exhibit D—Motorola Software License Agreement

Exhibit E—Volusia County Terms and Conditions

Exhibit F—System Acceptance Certificate

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement along with Exhibit E "Volusia County's Terms and Conditions" take precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through F will be resolved in their listed order, and 2) The applicable service Addendum will

take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at delivery, warranty will commence upon delivery, and payment is due within forty-five (45) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and

agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement

and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. **INTENTIONALLY LEFT BLANK.**

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and

Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is three million five hundred ninety-seven thousand six hundred and fifty three dollars (\$3,597,653). If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon delivery and acceptance, which shall be automatically accepted within five business days of delivery. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** I

{ For section 6.5, see Purchase Order to be issued upon County Council approval. }

Invoices will be sent to the Customer at the following address:

Name: _____

Address: _____

Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section

that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the

rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify, defend, and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or

limits of liability which 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 Contract 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.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by

Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this

Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

{The remainder of this page intentionally left blank.}

The Parties hereby enter into this Agreement as of the Effective Date.

COUNTY

**COUNTY OF VOLUSIA FLORIDA
COUNTY COUNCIL**

Attest: _____
George Recktenwald
County Manager

Date: _____

BY: _____
Jeffrey S. Brower
County Chair

Date: _____

CONTRACTOR

MOTOROLA SOLUTIONS, INC.

Attest: _____
Signature

Name and Title

Date: _____

BY: _____
Signature

Name and Title

Date: _____

Approved: _____

Section 1

System Description

In response to the Volusia County Fire Department's request, Motorola Solutions, Inc. (Motorola Solutions) will install redundant dispatch fire station alerting systems, as well as fire station controllers at 61 sites. This proposal includes the basic fire station controllers necessary for system operations and NFPA 1221 standards. Additional proposals will be provided to each individual fire department for any additional options the fire department wishes to purchase.

This document describes the general features and options available for the Mach Alert Fire Station Alerting (FSA) system.

Introduction

The Mach Alert Fire Station Alerting (FSA) system serves as a cornerstone for the successful operation of the dispatch alerting process. This microprocessor-based alerting system will help manage resources with proven hardware and software, leading to a reduction in emergency response times, less firefighter stress, and the confidence your stations will be alerted every time.

Fire Services, now more than ever, are facing newer and greater challenges. System operating flaws, breakdowns, problematic interfaces, and alerting delays are unacceptable. Proven technology, communications compatibility, software customization, and an intuitive user interface are mandatory.

The Mach Alert FSA system is designed for fast response, integration with existing infrastructure, redundancy, and the ability to gracefully migrate into the latest technologies and new features. It utilizes innovative design allowing installations to be tailored to your specific Fire and EMS needs.

The Mach Alert FSA system does not depend on PC hardware at the stations for its fundamental fire station operation. It utilizes Motorola's new ACE3600 high-performance controller offering enhanced reliability. As the lead component in our fire station alerting system, it meets these challenges head-on.



Figure 1-1: Motorola ACE Remote Terminal Unit

The Mach Alert FSA system is capable of interfacing with IP-based CAD (Computer Aided Dispatch) systems to provide automated fire station alerting. Mach Alert provides a backup or manual means of alerting the fire stations if the CAD system is unavailable. If there is no CAD system present, Mach Alert FSA functions as the primary means of alerting the fire stations. The dispatch operator can easily access the Mach Alert System and its

Exhibit A-1—System Description (Section 1) VC Fire Alert System

associated Graphical User Interface (GUI) via a thin browser client on a Windows-based PC. The browser allows the dispatcher to manually select the sequence, station(s), and zones required for the alert.

State Of The Art Fire Station Alerting - Mach Alert Text-to-Speech (TTS)

In addition to classic fire station alerting functionality, Mach Alert is including its state-of-the-art Text-to-Speech feature to even further automate the alerting process thereby expediting the dispatching process. Mach Alert is providing our classic Mach Alert TTS method. An IP link between the Dispatch Centers and the stations is required for this method of TTS. The text string received from CAD is converted to an audio file by the Mach Alert Server software and sent via Ethernet IP to the station or stations selected. It is then triggered by the Mach Alert software to be played in the station or stations. This method is most appropriate for large, manned, fire station systems that require multiple stations to be alerted in rapid succession. Please note that the TTS audio will not be heard on subscriber units (i.e. radios) in the field, it will only be played in the fire stations themselves.

The TTS uses a life-like synthetic voice engine to produce human-quality audio output. Mach Alert includes a lexicon tool to fine-tune individual pronunciations and configure custom abbreviation and acronym rules for the voice engine. Multiple lexicons may be implemented for multi-agency or multi-PSAP systems where each agency requires its own custom pronunciation rules

Mach Alert – The Total System Solution

This “Total System Solution” consists of an Alerting Interface Controller (AIC), FSA Server, and Station Controllers (SC) as shown in the following figure. These components are described and their functionality is presented in the ensuing sections. Additional options to enhance the basic system are also available.

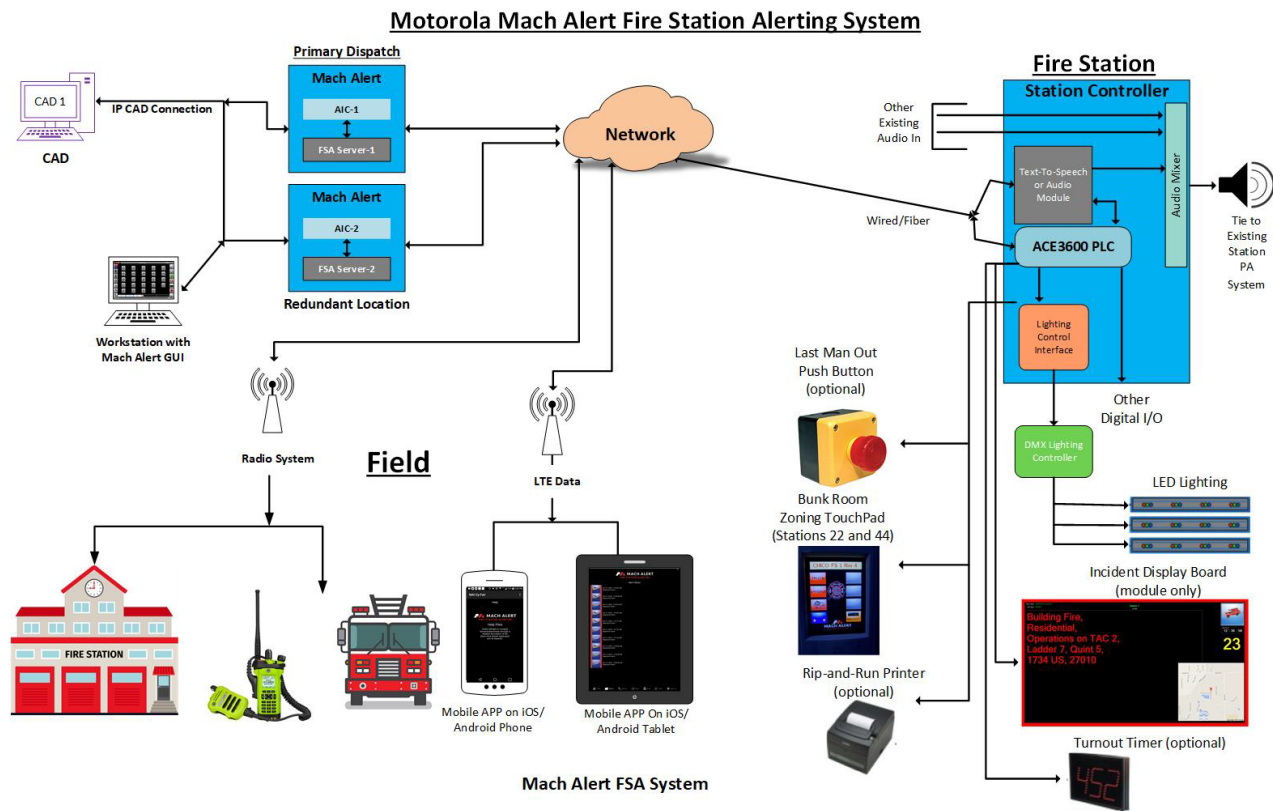


Figure 1-2: MACH Alert FSA Typical System Diagram

Mach Alert Dispatch Center Hardware

The Mach Alert Dispatch Center hardware consists of the Mach Alert FSA Server and Alerting Interface Controller (AIC). The dispatch operation is typically located at the Emergency Communications Center.

- The Mach Alert FSA Server hosts the primary Mach Alert software and provides a Graphical User Interface (GUI) to the fire station alerting system. The Mach Alert GUI is accessed using a web browser on thin clients that are located on separate dispatch operator terminals. The server also manages dispatch operator manual station alerting, automated text-to-speech incident announcements, remote system access, and system alarm and event logging. The server also provides the interface to the customer IP network for alerting over that network.
- The Mach Alert AIC is the fire station alerting interface to the Radio System. The Alerting Interface Controller is a Motorola ACE3600 high-performance controller that provides the means of communicating the alerting data over the radio network to the Mach Alert Station Controllers (SCs) located at the fire stations. The AIC also sends the alerting data over the IP network to provide redundancy to the FSA Server in the event it is offline.

The FSA Server and AIC also each contain an interface to the customer CAD System if there is one present in the overall system design. The FSA Server is normally mounted in the equipment rack with the AIC, although an alternate desktop version is also available. The following diagram shows a typical arrangement of the Dispatch Center hardware.

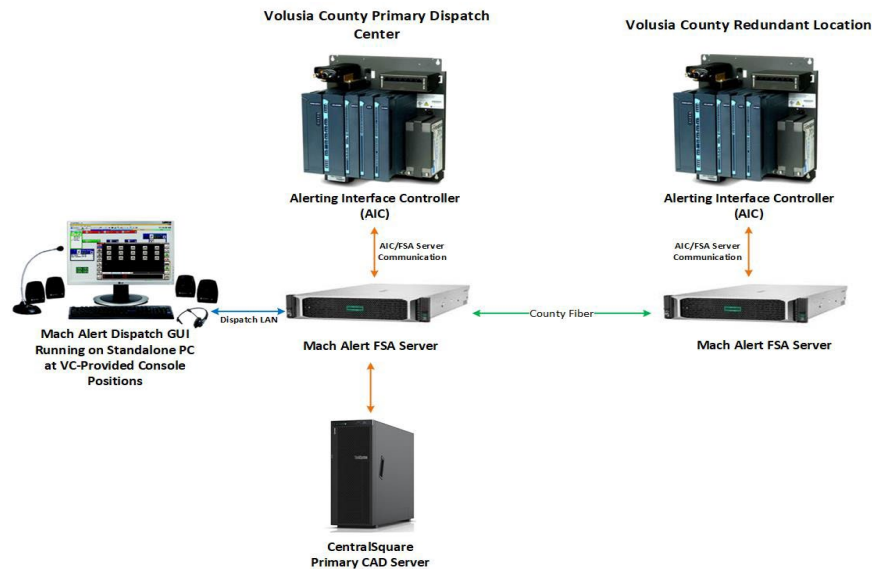


Figure 1-3: MACH Alert Typical Dispatch Center Hardware

The following diagram shows the mounting of the FSA Server and the AIC on a standard 19" equipment rack. This equipment is usually located at the Dispatch Center.

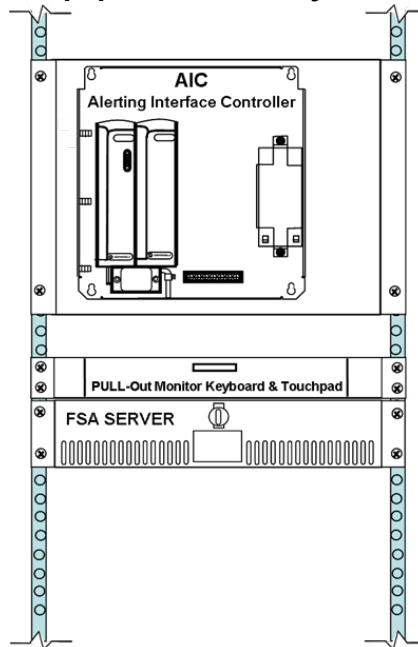


Figure 1-4: MACH Alert FSA Server and AIC

Mach Alert Dispatching Functionality

The alerting process may be either a fully automated process driven by a Computer Automated Dispatch (CAD) System integrated to the Mach Alert System or alternatively, a manual process in which the Mach Alert System is utilized to manually alert the fire stations. The Mach Alert System also provides the means of manual dispatching if there is CAD in the system, but it is unavailable due to maintenance or failure.

1.1.1 CAD as the Primary Means of Initiating Alerts

If CAD is the primary means of initiating the alerts, the fire station alerting information from CAD is passed to the FSA Server and AIC. The FSA Server processes the information and sends the alerting data over the IP network to the Mach Alert Station Controllers (SCs) located in the fire stations. Simultaneously the FSA Server controls the AIC and the AIC passes the alerting data to the SCs over both the Radio System and the IP network. The FSA Server and AIC are in constant communication, and if the FSA Server is offline, the AIC will automatically send the alerting information over both the IP network and the radio network.

1.1.2 Mach Alert as the Primary Means of Initiating Alerts

If there is no CAD in the system design, or if CAD is offline, Mach Alert provides the primary means of initiating the alerts to the fire stations. The dispatch operator, utilizing a thin browser client, accesses the Mach Alert GUI located on the FSA Server for the purpose of alerting the stations. The dispatch operator chooses the incident type, selects the fire stations to be alerted, and presses a button on the screen to initiate the alert. The FSA sends the alerting data over the IP network to the Mach Alert Station Controllers (SCs) located in the fire stations. Simultaneously the FSA Server controls the AIC and the AIC passes the alerting data to the SCs over both the Radio System and the IP network.

1.1.3 Mach Alert Browser Thin Clients

Motorola will install standalone consoles to provide access to the Mach Alert GUI via thin browser client connections to the FSA Server. The thin browser client utilizes a secure web browser to provide access to the GUI located on the server. In addition, with proper connectivity and credentials, the thin client can be loaded on Microsoft Windows-based PCs for remote dispatching or access by technical personnel.

1.1.4 Mach Alert Large System Support

While Mach Alert easily supports small and medium-sized fire departments, it also has the flexibility to support the largest of fire station systems. Several of the large system support features are as follows:

- A Mach Alert Enterprise Edition is available that utilizes multiple Mach Alert Systems as one system.
- Built-in support for up to 127 fire stations per Mach Alert System.
- Support for up to 10 simultaneous IP-based CAD Systems per Mach Alert System.
- Depending on the needs of the specific fire department, Mach Alert can be segmented to support up to 20 distinct agencies or counties per Mach Alert System.
- Mach Alert supports up to 60 simultaneous dispatch operator positions per distinct agency.

Mach Alert Redundant Dispatch Center Hardware

To provide redundancy for the Dispatch Center Hardware, Mach Alert offers a Secondary Mach Alert Server and Secondary AIC. As long as there is sufficient Ethernet connectivity, these items may be installed at a Secondary Dispatch Center to provide geographical redundancy in the instance that the Primary Dispatch Center must be evacuated or has a major shutdown. The Mach Alert Primary FSA Server and Primary AIC are constantly synchronized with the Secondary FSA Server and Secondary AIC. The Mach Alert System provides for seamless switching between the primary and secondary hardware should the primary hardware be offline. This occurs automatically and requires no human intervention. If there is no CAD in the system design, the Secondary FSA Server and Secondary AIC are required to avoid a single point of failure at the Dispatch Center and thus be NFPA 1221 compliant.

CAD System Support and MFD-P

If CAD is present in the system design, it is interfaced with the FSA Server and AIC utilizing either an IP connection or serial connection. The interfacing software API (Application Program Interface) is accomplished by employing the Motorola Fire Dispatch Protocol (MFD-P) which is a bi-directional protocol between the CAD Server and the Mach Alert hardware. This protocol was designed by Motorola exclusively for the fire station alerting market. The Mach Alert System utilizes MFD-P to receive the alerting information from the CAD Server and also provides acknowledgments back to the CAD Server to verify that the information has been correctly received. Health checks are also constantly employed to verify the health of the connection between the CAD Server and the Mach Alert System and the dispatch operator is notified if this automated alerting mechanism becomes unavailable so that the operator knows to switch to manual alerting of the stations using the Mach Alert GUI until this connection is re-established. The MFD-P API is much superior to the elementary method of monitoring the CAD data stream. To assist the CAD developer in their integration of the MFD-P API, Interface Control Documents (ICDs) are provided as well as full technical support from the Mach Alert engineering team.

Mach Alert CAD System Support Testing Laboratory

To streamline the CAD integration process, Mach Alert has implemented the Mach Alert Test Laboratory located in Tampa, Florida for just this purpose. The Mach Alert Test Laboratory consists of two FSSA Servers and two AICs representing a primary and secondary dispatch center. The lab also has hardware for 25 Station Controllers with all optional Mach Alert features representing twenty-five fire stations all integrated as one fully functional

Exhibit A-1—System Description (Section 1) VC Fire Alert System

Mach Alert FSA System. The CAD Vendor can create a Virtual Private Network (VPN) connection to the FSA Test Servers for the testing of their side of the API. This process is monitored and logged to provide feedback to the CAD Vendor. The formation of this Mach Alert Test Laboratory has proven to streamline the development of the CAD Vendor's API significantly and allows full testing of their interface to the Mach Alert system before ever stepping foot on-site at the customer's location. This significantly reduces the on-site time required, or interruption in service, for the development and testing of this CAD interface. The Mach Alert Test Laboratory has proven to reduce the system downtime time and significantly minimize the stress of the cut-over and go-live day for all dispatchers and technical personnel.

Mach Alert Graphical User Interface (GUI) Functionality

If CAD is present in the system design, it serves as the primary means of alerting the fire stations through the Mach Alert System. Mach Alert contains a CAD Monitor window to allow the dispatch operator to view the alerting information received from CAD. The Mach Alert CAD Monitor also displays the open PA time representing the time the operator can speak and be heard in the corresponding fire station's PA system during an alert.

The Mach Alert CAD Monitor window screen is shown in the following figure:

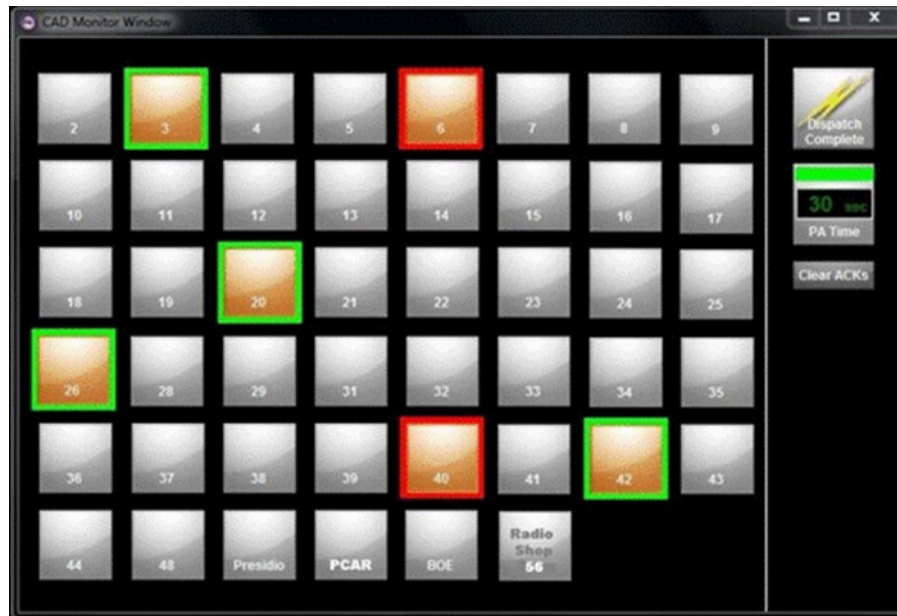


Figure 1-5: MACH Alert CAD Monitor Window

Mach Alert Manual or Backup Alerting

The Mach Alert Manual Dispatch screen is shown in the following figure:

Exhibit A-1—System Description (Section 1)

VC Fire Alert System

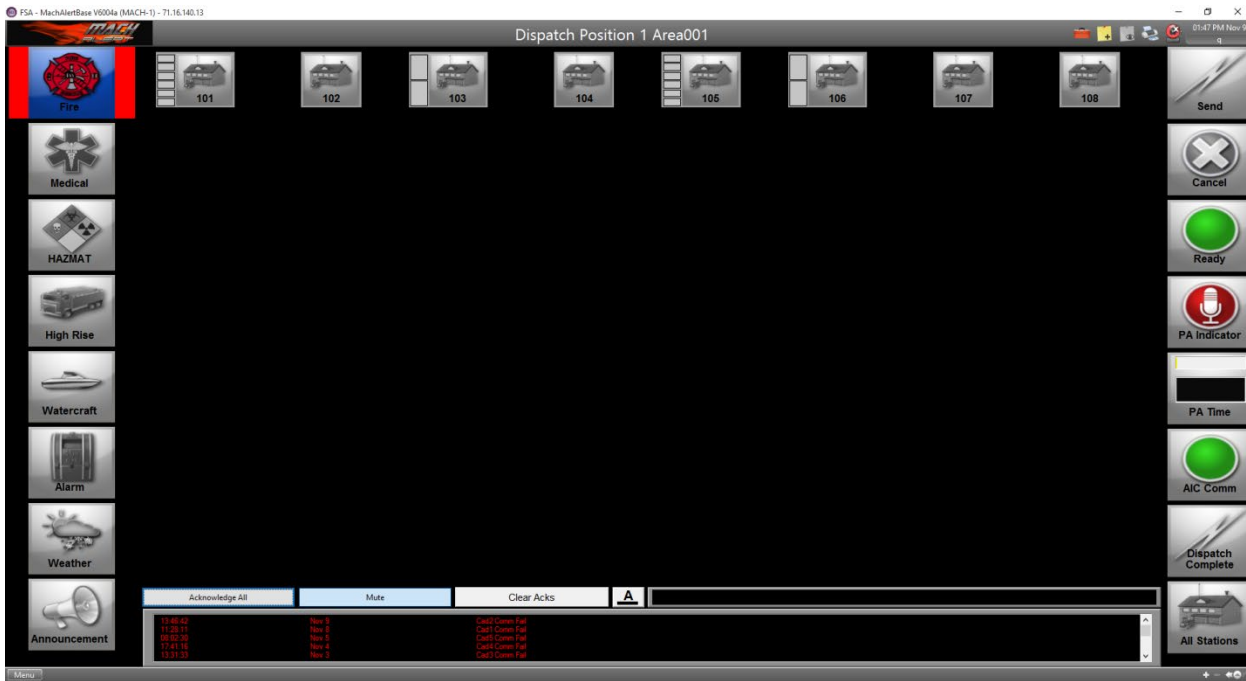


Figure 1-6: Manual Dispatch Graphic User Interface (GUI)

The Manual Station Alerting Screen is used to alert the fire stations when the CAD system is unavailable or if there is no CAD in the system. The Station Alerting Screen permits dispatch operators to quickly identify and select the type of incident and the station(s) to be alerted. Operators then select one or any combination of stations to be alerted. Multi-station select buttons may be pre-configured so the dispatch operator can instantly select groups of stations on the Mach Alert Dispatch Screen GUI. When the operator selects the station(s) to be alerted, a “Select” bar appears next to the selected station icons. All other operator positions will see a “Busy” bar next to the selected station icons indicating those stations are currently being alerted. The operator then selects the “Send” icon and the alert is sent to the selected station(s).

A green “ACK” bar next to the Station Icon is displayed when the Station Controller acknowledges the alert. If the alert does not successfully go through to the selected fire station(s), an “Alert Fail” alarm is illuminated at the dispatch operator position that initiated the alert and the station(s) that did not acknowledge the alert will display a red “NACK”. After a station alert has been sent and the toning is complete, the “PA Indicator” icon changes to green informing the operator the live voice announcement can begin. Multiple operator positions can also alert fire stations at the same time (concurrent dispatches). The system meets NFPA 1221 recommendations and ISO requirements for Dispatch Centers.

The Mach Alert GUI provides positive acknowledgment (ACK) of alerts received by the fire stations. It also indicates the Public Address (PA) system status at each of the fire stations by utilizing an audio-sensing device to confirm that the alert is being heard in the fire station. The GUI also indicates to the dispatch operator the remaining time to talk before the Station Controller (SC) in the fire station is automatically reset in preparation for receiving the next alert event.

Mach Alert Browser Viewing

The Mach Alert System software is installed on the Mach Alert FSA Server and the Mach Alert GUI can be viewed on the CAD and Mach Alert workstations or any PC with network access to the FSA Server and an Internet Explorer Browser. This integrated approach will allow each dispatch operator position to have control over the fire alerting process without CAD input. Additional workstations, monitors, and keyboards are not needed at the dispatch operator positions which would take up valuable desktop space at the dispatch positions. No GUI software is loaded on the PCs accessing the FSA Server. The browser will call and load an ActiveX client on the PC during the initial system setup. Nothing needs to be pre-loaded.

Concurrent Dispatch Positions

The Mach Alert FSA system can alert multiple fire stations from multiple dispatch positions. This provides for notifications (alerts) to be generated in very rapid succession, eliminating call (alert) stacking. Dispatch operator position client licenses (concurrent licenses) permit operators to log in from any workstation position so that multiple operator positions can be logged into the FSA system at the same time. Licenses do not have to be purchased for every operator position, only the maximum number of positions that will require concurrent operation.

The Mach Alert Server acts as a browser server that interfaces with the workstations via IP connectivity. No GUI software programs are loaded on the console workstations. Remote access to the thin-client GUI screens on the server is via a web client from the console screen. The client software is a “concurrent license” which means any dispatch position or laptop with the proper access rights and security credentials can log into the server and have access to the GUI screens and the alerting process, depending on the number of available concurrent licenses. This provides the ability for any operator position to log into the system and alert the stations, or multiple operator positions to alert different stations at the same time. The system meets NFPA 1221 recommendations.

Event Logging

Upon every alert, the alerting data is logged, time-stamped, date-stamped, tracked, and stored in the FSA Server database for future reference and printing. The Mach Alert System records and displays error and failure information for the dispatch staff. The information presented is clear and concise to detail important information that the dispatch operator needs to know. A detailed log shows all operator and system actions in a clearly shown sequence of events.

Mach Alert Event and Status Screens

The Mach Alert Event and Status screens display easily identifiable icons at each of the dispatch positions. Included in the Mach Alert GUI and the Event Log Screen (includes real-time system alarms and events and a historical database), multiple system Configuration Screens, the Communications Status Screen (includes the real-time status of the radio and IP communications links, main power status, and SC backup battery status), the Outdoor Speaker Control (Night-Mode) Screen, and the Report Generation Screen.

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

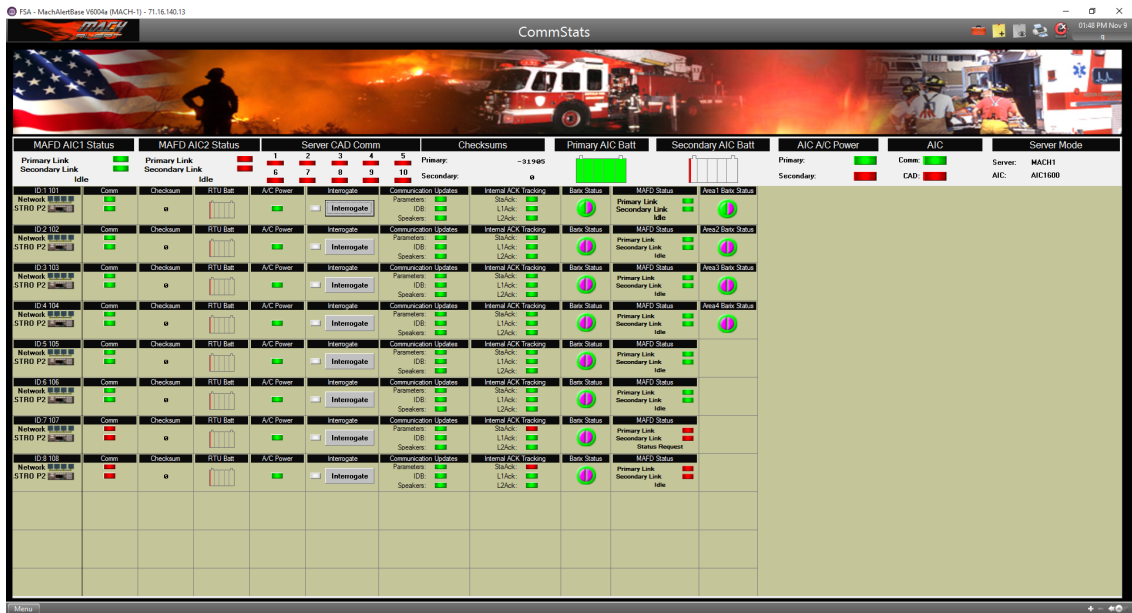


Figure 1-7: Communications Link Status

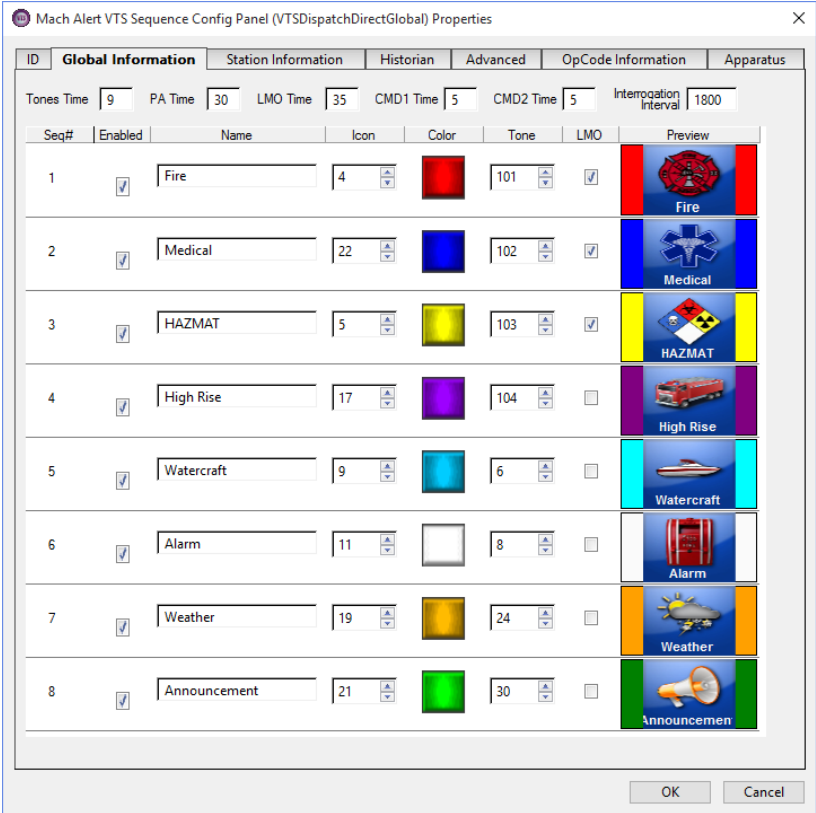


Figure 1-8: Example of Configuration Screen

Exhibit A-1—System Description (Section 1) VC Fire Alert System

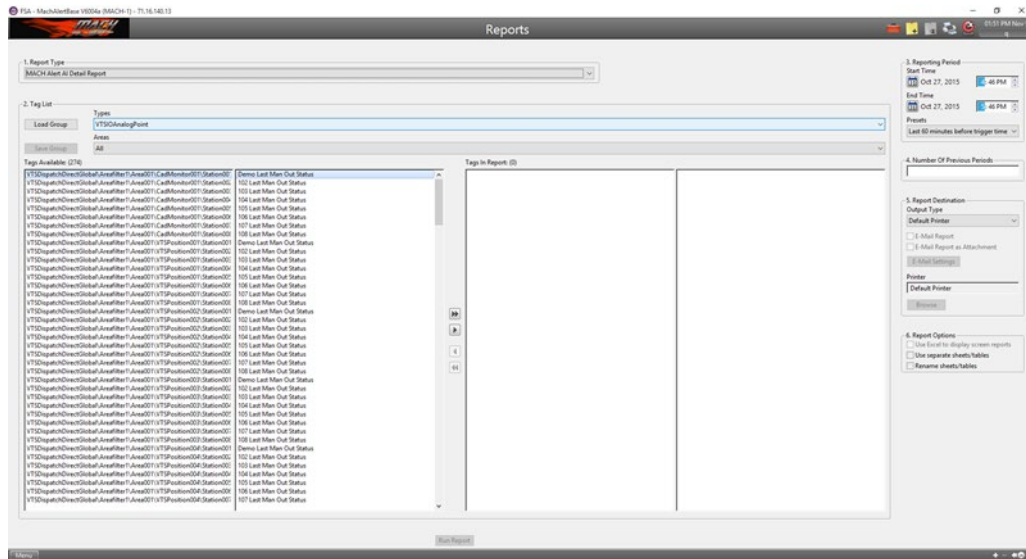


Figure 1-9: Event Report

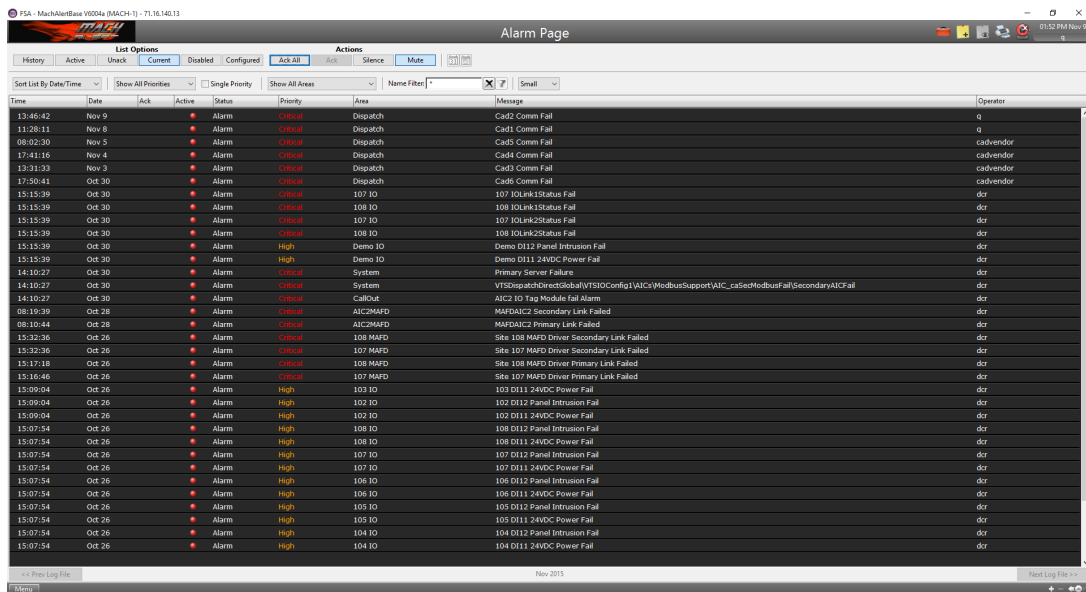


Figure 1-10: Alarm Page

Outdoor Speaker Control

The FSA system provides a feature allowing control of outdoor speakers at each station. The outdoor speakers can be configured from the FSA Server. This feature allows authorized personnel to make the following adjustments:

- Turn on or off individual outdoor speakers.
- Set up individual outdoor speakers or groups of speakers on a timer. Time On and Time Off settings will automatically turn on/off the speakers at any time during the day or night. Easily adjustable.

Exhibit A-1—System Description (Section 1) VC Fire Alert System

- The Outdoor Speaker Control Screen also permits authorized personnel to have control of the station audio. For example, settings are provided to allow the main fire dispatch audio to always be played through the station speakers (“Day Mode”), or dispatch audio only if the station(s) is alerted (“Night Mode”).

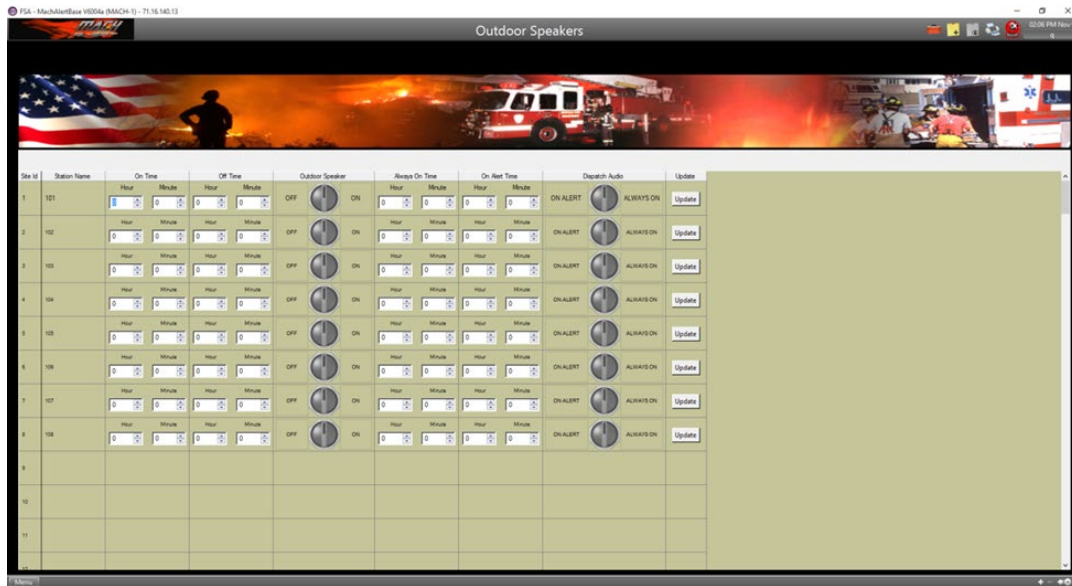


Figure 1-11: Outdoor Speakers Control Screen

Remote System Access

The Mach Alert FSA system provides remote system access. The same system alerting capabilities, as described above, are available on any PC or laptop that has a network connection (wired or wireless) to the FSA Server, proper security access rights, and proper password. If the Dispatch Center is evacuated, and the FSA Server/LAN is operational, fire station alerting can be accomplished from a remote location. Client licenses are required for remote system access.

Remote access can be used for emergency station alerting from remote locations, command vehicle dispatching, system diagnostics from remote locations, system maintenance, system configuration changes, software updates, or system monitoring by Fire Administration or IT personnel.

This feature provides backup fire station alerting if the Communications Center(s) is evacuated. Emergency fire station alerting dispatch can be directed from a mobile command vehicle or a secondary Communications Center established at a remote location. Any location with IP connectivity to the FSA Server can operate as a secondary station alerting Dispatch Center. The system meets NFPA 1221 recommendations and ISO requirements for Dispatch Centers.

System Health Monitoring

The Mach Alert System conducts automated “health checks”. The FSA Server is configured to look for an “ACK” from each Station Controller (SC) periodically. Any status changes at the fire stations are transmitted when the change occurs. This reporting by “exception” utilizes less FSA system and communication link resources than a polling scheme to all fire stations. Periodically the FSA Server also polls the CAD server for a

“heartbeat” confirmation. If there is a communication issue with any SC or the CAD server, an alarm notification is displayed in the “Alarm Window” on the Station Alerting Screen at all operator positions identifying the specific alarm. Also, these alarms can be sent to email addresses. The Communications Status Screen and the Event Log Screen will display the alarm conditions in more detail. All alarm and event information is time and date stamped, logged into the system, and stored in the FSA Server for future reference. Any SC may be manually interrogated from the Communications Status screen. The system meets NFPA 1221 recommendations.

Alarm Notifications

The Mach Alert system can detect internal and external failures and alarm conditions that affect system performance or station safety. These Alarm Notifications are displayed on all dispatch operator Station Alerting Screens and Event Log Screens. The system can also automatically send emails, utilizing the customer’s mail server, to designate personnel (user-configurable) if an alarm occurs. Typical alarms include, but are not limited to, the following:

- AIC or SC failure.
- A specific module failure in the AIC or SC.
- Failure of CAD communication with the AIC or FSA Server.
- Failure of any communication link with the identification of the failed link.
- Failure to alert a station or stations.
- AC power failure to the AIC or SCs.
- General alarm notifications (monitoring intrusion alarm panels, emergency doorbells, etc.).

These notifications will occur even if the CAD is not in the system design or is not operational. The AIC and SCs are self-monitoring and will report a failure of their modular components. “AC Power Failure” alarm notifications will be sent if the main power is lost and the AIC or any SC reverts to its battery backup. The Station Alerting Screen has an alarm window at the bottom of the screen that provides the dispatch operator with a real-time alarm display. The AIC and SC battery status and battery life can also be monitored on the Communications Status Screen. The system meets NFPA 1221 recommendations including “Monitoring for Integrity”.

System Acknowledgments and Logging

The dispatch operator receives a positive “Acknowledgment” (“ACK”) indicator on the dispatch screen when the fire station SC receives the alert command. The ACK will be sent back over both communications links. This information is logged and stored in the FSA Server’s historical database. The system meets NFPA 1221 recommendations.

Mach Alert GUI System Security

The Mach Alert System supports multiple levels of login authorization to limit operator actions for advanced features such as the configuration of station devices and output functions. System security is configured during system setup and is tailored to the needs and requirements of the customer. By default, the FSA Server supports Secure Socket Layer (SSL) encryption of remote connections, e.g. connections between the FSA Server and the dispatch workstations running the Mach Alert Dispatch Screen GUI.

Mach Alert Zone-Based Alerting

Mach Alert also supports zone-based alerting schemes, emulating the sequence of alerting operations featured in Motorola’s FSA3000 and FSA4000 fire station alerting systems. With Mach Alert’s zone-based alerting, each audio zone at a fire station can be assigned a specific tone in addition to, or in place of, the incident-type tone.

Mach Alert Apparatus Alerting

Mach Alert offers optional alerting by apparatus type. Mach Alert Apparatus Alerting provides for the following features:

- Enables the ability to select apparatus items on the manual alerting interface, receive apparatus requests from CAD when the CAD interface is used, and play a different tone at the station for each apparatus selected in the alert.
- Allows dispatch operators to contact specific areas of a station with unique tones associated with a specific apparatus as well as zoning support to send audio to a single area of the station where the fire station personnel associated with that item are located.

FSA System Transport Functionality

This section addresses the Mach Alert functionality over the various possible transport media. Mach Alert supports numerous Radio Systems in addition to IP networks.

1.1.5 Radio Systems Supported

The Mach Alert FSA system has multiple integrated communications ports allowing it to utilize various Radio Systems dedicated to fire station alerting (not voice). There is not an integration to any radio resource at the fire station level included in this proposal. Volusia County will continue to utilize their existing VHF backup paging system as their secondary route of notification for NFPA1221 compliancy. Mach Alert supports alerting over the following Radio Systems:

- 700/800 MHz Digital Trunking (Call Alert)*
- UHF R2 (450-520 MHz) Band Digital Trunking*
- UHF R1 (380-470 MHz) Band Digital Trunking*
- VHF Digital Trunking*
- 800 MHz Analog Trunking
- RF Conventional UHF Analog
- RF Conventional VHF Analog
- If not using a Motorola IV&D Digital Trunking system, the system will be limited to a 2-pair handoff from a donor radio. One pair will be the triggering mechanism (will activate when that radio is signaled to alert), and the other pair will be the audio feed to the Mach Alert unit.

1.1.6 IP Network Support

In addition to alerting over the Radio System, Mach Alert also supports Ethernet IP Networks utilizing customer enterprise connectivity between the Dispatch Center(s) and the fire stations. Please note that minimum bandwidth requirements must be met to provide reliable Ethernet link connectivity. These bandwidth requirements are available upon request.

1.1.7 Alerting Over Redundant Communication Links

The Mach Alert FSA system supports up to two (2) redundant communications links for station alerting (data) and an independent communications link for announcements (voice). The system design offers a “high-availability” fire station alerting operation through multi-level redundancy.

Both the existing IP network and the existing radio system can be used to alert the fire stations. Station alerting is transmitted over the redundant communications links concurrently. The key point here is that the Mach Alert FSA system does not have to make a selection if one link fails, as is often the case with PC-based systems. This

assures the alert data will reach each fire station controller selected to be alerted with minimal delays. Alerting over Redundant Communication Links meets NFPA 1221 requirements.

Motorola highly recommends utilizing two redundant communications links for station alerting.

If the radio system used for alerting is offline, station alerting will be processed using the IP network. If the Ethernet link used for alerting is offline, station alerting will be processed using the radio link.

If the radio link or the IP network link fails to the fire stations, the Mach Alert System will continue to function, including toning, CAD processing, backup dispatch, zoning, event logging, and failure notifications. The system meets NFPA 1221 recommendations.

At the fire station, the Station Controller activates the alert tones based on data received on the first (quickest) link and does not process data from the other link. However, both the radio and IP communication links send an acknowledgment (“ACK”) back to the AIC to verify that both communication links are operational. ACKs are also sent to the CAD system, if present, for updating. After the alert tones are played, the dispatch operator can begin the voice announcement.

Mach Alert supports the following combination of alerting links:

- One (1) Ethernet link and one (1) Radio System (Trunking or Conventional) link
- Two (2) Radio System (Trunking and/or Conventional) links
- Two (2) Ethernet links

Note: For the Mach Alert system to be independently NFPA 1221 compliant, two data links are required.

1.1.8 Data Integrity

The Mach Alert FSA system utilizes the Motorola Data Link Communications (MDLC) protocol specifically designed for data over radio networks. It creates a true wireless network environment that provides maximum data integrity. The MDLC protocol is based on the Open System Interconnection (OSI) model recommended by the International Organization for Standardization (ISO). MDLC utilizes all seven layers of the OSI model and is designed for point-to-multipoint links such as an FSA system. MDLC provides optimum operation in saturated RF environments. The protocol facilitates communications among all sites in the system, including extensive diagnostic messaging. CRC-32 level data detection is provided. The MDLC protocol is also used to ensure data integrity over Ethernet for alerting via the AIC over the IP network.

1.1.9 Dispatch Operator Voice Announcements

The dispatch operator's voice announcements are sent on a separate and independent radio talk group/channel. The same Radio Systems that are supported for alerting are also supported for voice announcements.

1.2 Mach Alert Fire Station Hardware

The following sections detail the Mach Alert Hardware that is available for installation in the fire stations.

1.2.1 Mach Alert Station Controller

The Mach Alert Station Controller (SC) is a Motorola ACE3600-based high-performance RTU installed in a NEMA-1 wall-mount industrial panel. The SC is located at each fire station typically in a communications utility room. The SC processes information to and from the AIC and FSA Server, generates alert tones, and provides station audio control including optional text-to-speech decoding.

The Station Controller (SC) is a modular unit containing the following hardware:

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

- Motorola ACE3600 Power Supply Module.
- Motorola ACE3600 CPU Module.
- Motorola ACE3600 Digital Input/Output Module - additional modules are available to support additional I/O functionality.
- Optional Motorola Radio(s) – space is provided within the SC to house one (1) Motorola Alerting Data Radio and (1) Motorola Voice Radio.
- Integrated 6.5 Ah Backup Battery.
- An XLR audio input is provided to interface with an optional external voice radio.
- A balanced line-level audio output connection is provided to interface with the fire station PA amplifier.
- A Tones module for the storage of audio tones. 35+ default tone library pre-loaded. Custom tones are supported.
- Optional TTS Module for in-station TTS.
- Additional 10/100 Ethernet connectivity module.
- Audio mixer and audio relays to control the flow of audio to the station PA system.
- Live audio sensing device.
- 4-port Ethernet switch.
- Support for external Turnout Timers.
- 8 Digital Output Relays standard – may be purchased with up to 40 Output Relays for additional output control.
- 8 Digital Input Terminal Blocks standard – may be purchased with up to 24 Terminal Blocks for additional monitoring capability.
- Depending on the options purchased, the SC may also house supporting hardware for the LED Zoned Lighting System and Zone Selector Switches.
- Transient Voltage Surge Suppression.
- Automatically resets after an alert is completed in preparation for the next alert.

Below is a mechanical design view of the Mach Alert Station Controller:

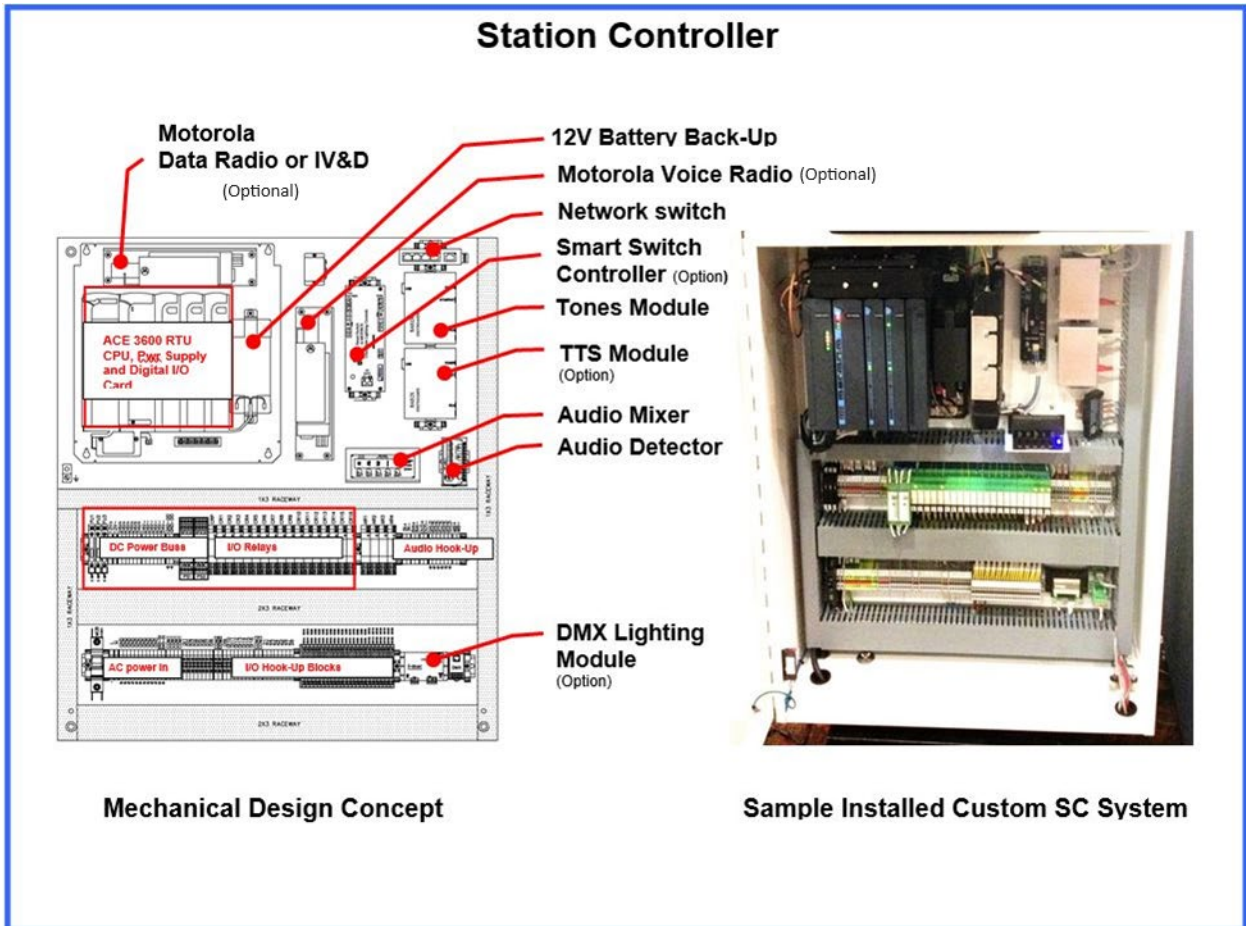


Figure 1-12: MACH Alert Station Controller

Station Audio Alerting

The Mach Alert Station Controller hardware and software automatically control the alerting process. When stations are alerted, unique alert tones are played over the station's PA system. To prevent additional stress, these tones are ramped ("heart saver"); that is, they start at low volumes and escalate in volume to a desired level for a specific period of time. The tones can also be unique based on incident type, apparatus, company, and/or personnel. They can include a combination of tone and recorded voice. Custom, user-supplied tones are a standard feature of the system design. Toned alerting meets NFPA 1221 recommendations.

Mach Alert provides several available options for providing audio to the fire station.

- An Audio Tones Module supplies ramped alert tones and a brief pre-recorded voice alert designating for the type of alert, followed by opening the station PA system for the dispatch operator to verbally alert personnel. This is a standard feature of Mach Alert.
- The Text-to-Speech (TTS) function can translate a CAD-generated text string containing specifics of the alert message (or a type-written message generated via the dispatcher if there is no CAD in the system, or it is unavailable) into human-voice quality speech and transmit it over the IP network to the Station Controller as a compressed audio file for playback after completion of the locally stored alert tone.

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

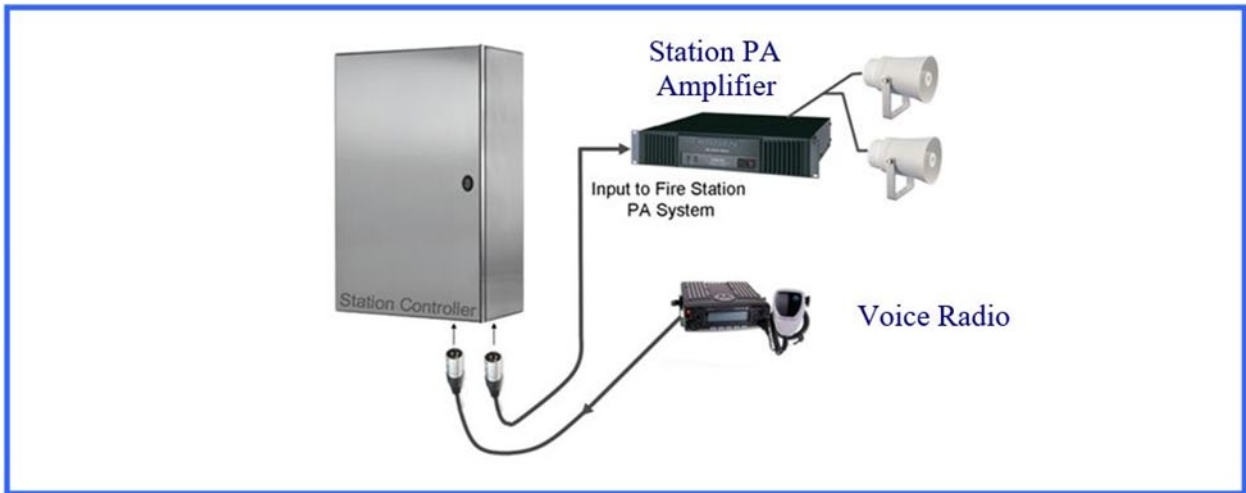


Figure 1-13: MACH Alert Station Audio

Mach Alert Mobile App

Each Mach Alert system can support a companion notification app for iOS and Android devices. The App includes a robust user and role management interface, enabling system administrators to create custom alert filters—allowing precise control over which users receive specific alerts. Upon each alert, the companion app notifies selected first responders on their devices, offering:

- Incident information (from CAD or manual entry) with text-to-speech
- Incident Mapping and directions
- Alert tones
- Turnout timer
- 24-hour alert history
- Manual user acknowledgment

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

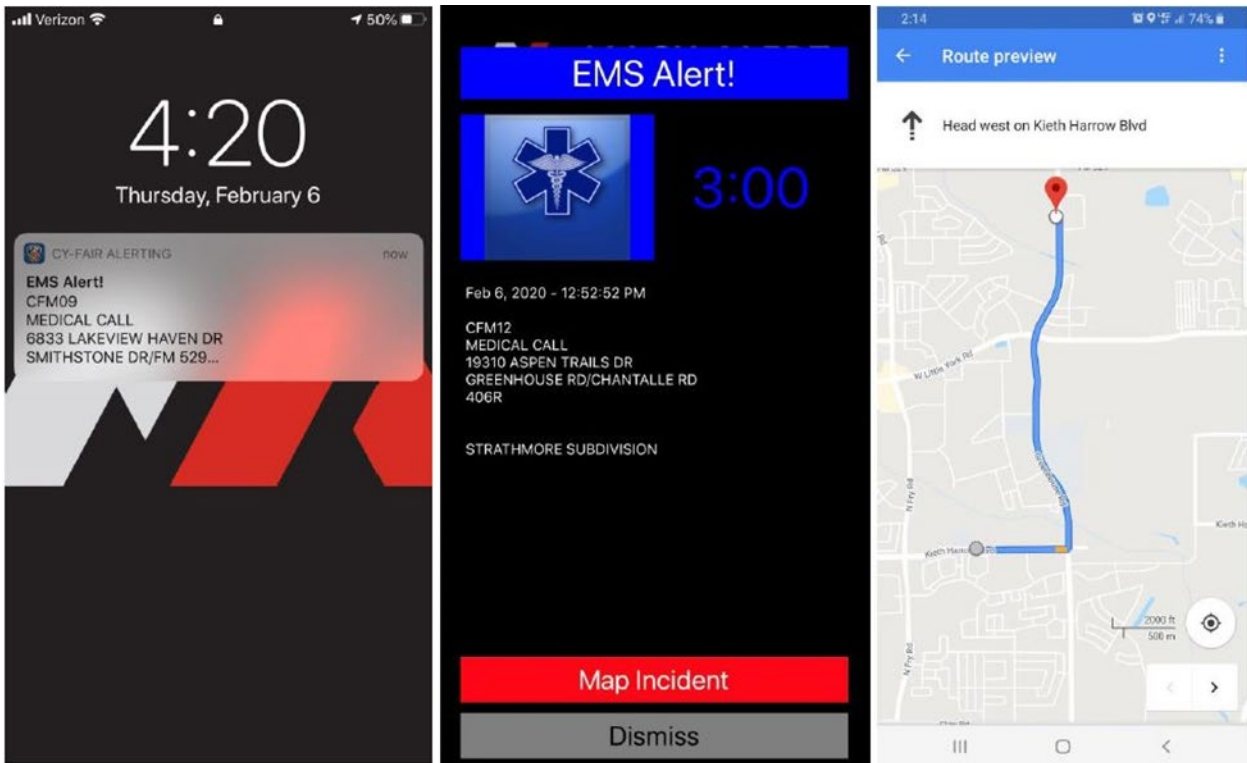


Figure 1-14: MACH Alert Mobile App

Station Zoning (Audio and Light Zones) – Only Volusia County Stations 22 and 44 included dynamic selector switches.

The Mach Alert FSA system supports the partitioning of fire stations into specific zones, each receiving specific types of alerts. The Mach Alert System can accommodate zone partitioning based on the individual needs of each fire station. It supports zoned alerting with ramped custom tones, ramped LED bunkroom lighting, apparatus bay and common area alert lighting, egress lighting, and automated outdoor speaker control (day/night modes).

Typical Station System with LED Zoned Lighting

The diagram below shows a typical Mach Alert Station Controller-based system with options implemented for alert lighting and audio as well as zone selection switches.

LED Alert Lighting – Included for Volusia County Stations (102 LED Lighting Strips and 21 LED Controllers)

The use of LED lighting strips for the FSA installation is for visual alerting in addition to the audio alert (PA) system. The RGB lighting strip is compatible with a commercially available controller. LED lighting strips are activated and controlled in various colors and sequences to alert station personnel of conditions and warnings.

Exhibit A-1—System Description (Section 1) VC Fire Alert System

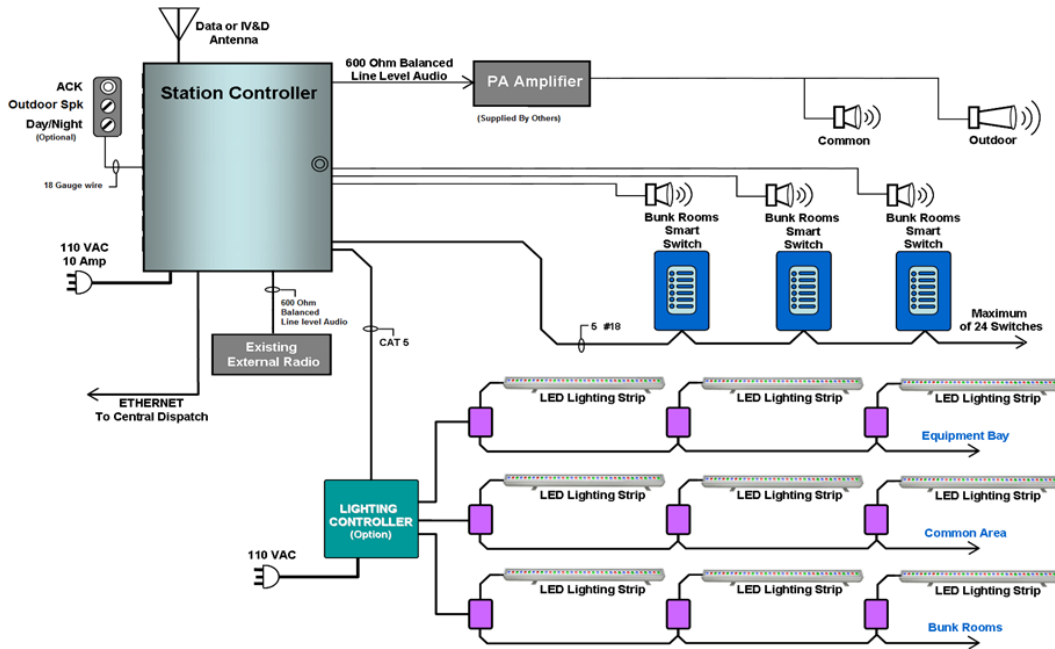


Figure 1-15: Lighting Controller

The LED lighting is connected to the Station Controller. The LED lighting can be configured for ramp time, maximum intensity, and colors.

Bunkroom LED lighting is ramped. Each bunkroom can have an LED light strip that will activate based on the type of alert. For example, if the bunkroom is reserved for the engine, the LED strip can be set to ramp to a red display. If the bunkroom is reserved for rescue, the LED strip can be set to ramp to a blue display. These high-intensity, RGB color LED strips can also be used in the common areas, bays, weight rooms, outside, offices, etc. When used in the hallways, they provide adjustable soft white egress lighting.

Exhibit A-1—System Description (Section 1)
VC Fire Alert System



Figure 1-16: MACH Alert LED Lighting

Dynamic Zone Selection Switches – Included for Volusia County Stations 22 and 44 (9 bunkrooms total)

If a department desires to have the flexibility of using their bunkrooms based on specific personnel, apparatus, and/or company, wall switches may be provided as an option, allowing each bunkroom (or Zone) to select the type of alert, or combination of alerts, to be directed to that bunkroom. Fire or EMS personnel can use any bunkroom and select their specific alert(s) to be directed to that room. LED indicators on the wall switch indicate which alerts have been selected, or no alerts.

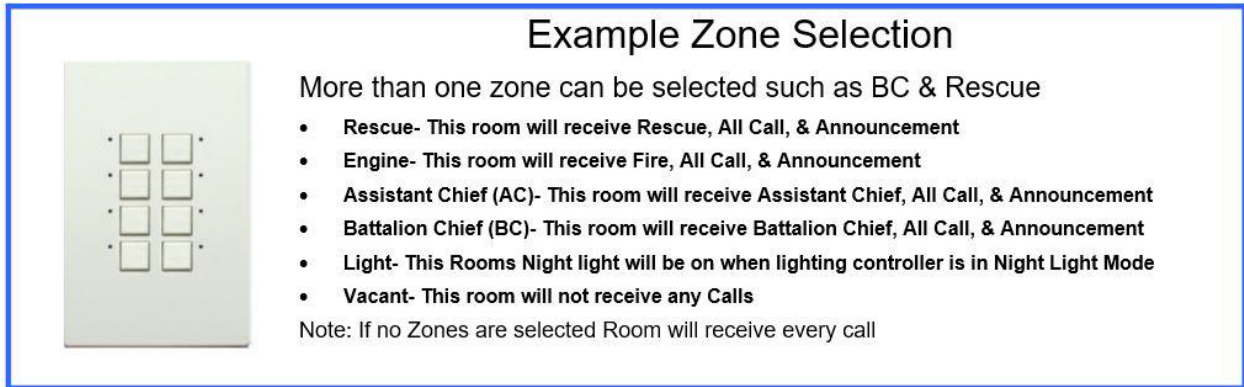


Figure 1-17: MACH Alert Zone Selector Switch

Incident Display Boards (IDBs) – (42 Modules Included for Volusia County Stations and all 61 Station Controllers are Licensed)

IDBs can be provided for each fire station. High Definition (HD) LED or LCD monitors are being provided by Volusia County and will be configured to display incoming alert incident information based on input from the CAD system (for example, units responding, address/location, incident type, cross streets, etc.) When alerted, the displays present a screen border color-coded to indicate the call type. A “count-down” and “count-up” timer is displayed indicating the amount of turnout time left and the amount of time past the required departure. The countdown timer is yellow. When it indicates 00, it turns red for the count-up time. If Internet access is granted, a map of the incident location can also be displayed on the IDB.

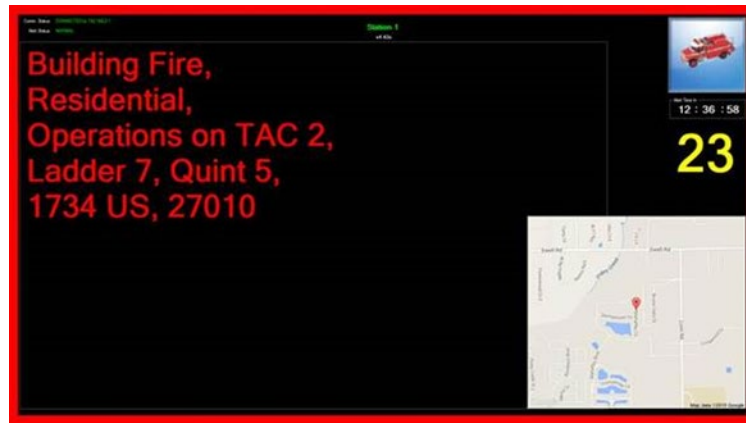


Figure 1-18: MACH Alert Incident Display Board

Optional System Features

Optional fire station auxiliary functions can be added to the Mach Alert FSA system to further enhance how a department responds to emergencies. Auxiliary functions may include, but are not limited to the following:

- Turnout Timers
- “Rip-and-run” Thermal Printers
- LED Scrolling Message Boards
- Station Status Touchscreen
- Opening bay doors
- Manual acknowledgment to dispatch that the station was alerted
- Manual acknowledgment to dispatch that the first responder has exited the station
- Automating exhaust systems
- “Safe Zone” doorbells can be heard over the PA system
- Appliance shut-off (automatic upon alert or button push)
- Station audio and lighting zones
- Bunkroom zoning
- Monitoring station intrusion alarms
- Control of traffic signals
- Monitoring generators (on/off, failures)
- Status of appliances (on or off)
- Status of fire station alerting equipment
- Weatherproof NEMA-4, NEMA-4X, or extra-large enclosure options

Turnout Timer (TOT) – Optional

The Mach Alert system can trigger an optional wall-mounted turnout timer when an alert is received. The TOT has configurable settings that allow for the adjustment of the countdown time interval. The countdown time is also configurable based on the alert type and can be automatically reset upon the next alert or can be reset through an external (optional) push button. The display is a 3-digit LED display that has a character viewing distance of 125 feet.



Figure 1-19: MACH Alert Turnout Timer

“Rip-and-Run” Thermal Printers – Optional

Mach Alert offers optional “rip-and-run” thermal printers at each fire station. Upon alert, the Station Controller transmits alert information (sourced from CAD or manual entry) to the thermal printer, which prints a perforated slip of paper with the critical information from dispatch. Mach Alert also supports existing printers via a serial interface.



Figure 1-20: MACH Alert Rip and Run Printer

LED Scrolling Message Boards – Optional

Mach Alert supports LED scrolling message boards at the fire stations. These single-line, IP-enabled marquee boards are configured to display alert incident information based on data from CAD (or manual entry) upon alert.

Station Status Touchscreen - Optional

The Mach Alert Station Controller at each fire station can be linked to a local status touchscreen. From this screen, fire responders or IT personnel can review local system alarms and histories, initiate test alerts, or configure the screen to act as a “last man out” device.

Standards and Compliance

The Mach Alert System design incorporates hardware, software, and system configurations that meet and exceed Public Safety standards for fire station alerting, NFPA 1221, NFPA 1710, and Monitoring for Integrity. Mach Alert has been designed to aid Dispatch Centers in meeting ISO requirements. Some key compliance points are as follows:

- NFPA 1221-compliant for Emergency Services Communication Systems
 - Redundant dispatch circuits supported
 - Independent backup power sources
 - Unique alarms
 - Integrity monitoring
 - Redundant communications links supported
 - Designed to improve turnout times
 - Independent dispatch voice circuit
- NFPA 1710-compliant for Organization and Deployment of Emergency Operations

Reliability

Understanding that reliability is of the utmost importance, the Mach Alert System design incorporates the following features to achieve this goal:

- Mach Alert utilizes Motorola's ACE3600, a proven high-performance Remote Terminal Unit (RTU) designed for industrial use
- NEMA-rated enclosures protect in-station hardware from damage
 - Locking doors and tamper detection switches standard
 - Upgraded enclosures available for outdoor use
- Redundant server components guard against failure
 - Dual power supplies
 - RAID 1 hard drive configuration
- Internal battery backup for the Station Controller and Alerting Interface Controller
- Separate voice and data links
- Redundant communications prevent single points of network failure
 - Alerts are sent over both links simultaneously
- Automatic alert retry in case of transmission failure

Multiple Levels of System Redundancy

If the proposed Fire Station Alerting System Architecture is NFPA1221 compliant, the Mach Alert FSA system offers multiple levels of system redundancy:

- If the CAD system should fail, the FSA Server provides the means for manually alerting the stations.
- If the FSA Server should fail, the CAD system will alert the stations directly via the Alerting Interface Controller (AIC).
- If the AIC should fail, the CAD system will alert the stations via the FSA Server (over IP only).
- Redundant communications links to each station (radio and IP) for station alerting.

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

- Redundant hard drives in the FSA Server.
- Remote access for station alerting from a secondary location or a command vehicle, for example.
- Integrated backup battery for the AIC and Station Controllers (SCs).
- If redundant FSA Servers and AICs are provided, then full Mach Alert dispatch hardware redundancy is achieved. If one of the FSA Servers should fail, the other automatically takes over. If one of the AICs should fail, the other AIC automatically takes over.
- If the CAD system should fail, a manual means of alerting stations is provided

Section 2

Statement of Work

Motorola Solutions is proposing to Volusia County the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Existing Volusia County Dispatch	Install 2 AICs, 2 Servers, 4 Dispatch Workstations, 1 Text-to-Speech interface, 4 console/workstation client installations, and the necessary spares.
61 Fire Department Locations	Install 61 Station Controllers containing 61 ACE3600s with integration to existing overhead paging systems.
21 Volusia County Fire Locations	Install 102 LED Light Strips, 21 LED Controllers , 9 Touchpad Selector Switches, 42 IDB modules (to County-provided TV/Monitors), and 21 Day/Night Switches.

The document delineates the general responsibilities between Motorola Solutions and Volusia County as agreed to by contract.

This Statement of Work (SOW) describes the most current understanding of the work required by Motorola Solutions, Inc. (“Motorola”) to provide a successful implementation of a Mach Alert Fire Station Alerting (FSA) system for Volusia County.

The Mach Alert FSA system will utilize the existing radio system for the requested Text to Speech functionality

It is understood that this SOW may be revised during contract negotiations or the Detailed Design Review (DDR), and through any other Change Orders that may occur during the execution of the project.

The following sections detail the specific responsibilities of the Customer and Motorola in general and during various project phases. Motorola is responsible for coordinating and ensuring proper execution.

Motorola and Mach Alert will work with the Customer to integrate basic fire station alerting (FSA) functionality on the existing CAD system.

	Motorola Solutions	Volusia County
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contracts and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday through Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document the final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Provide backhaul performance specifications and demarcation points.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Provide minimum acceptable performance specifications for customer-provided hardware, software, LAN, WAN, and internet connectivity.	X	
Execute Change Order reconciling all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon “frozen” design, along with any relevant Change Order documentation.		
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to the installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Provide an existing fire IP network that can accommodate the additional components for the requested upgrade.		X
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Provide Motorola personnel with administration rights to modify group policies on the domain controller and set up secure connections for Dispatch Positions for Browser Client support.		X
Deliverable: Equipment installed.		
Primary and Redundant Dispatch and Fire Station Installation		
Install Server, AIC, ACE3600, and Fire Station Controllers.	X	
Unistrut Hardware for mounting ACE3600	X	
Obtain Electrical Subcontractor (if required)		X
Perform Equipment Inventory and Delivery to Customer Sites	X	
Provide an Ethernet network connection with a minimum throughput of 1Mbps from each Fire Station to the FSA server located in the Dispatch facility. Provide required system interconnections between the dispatch and the radio CEN network, as well as the customer-provided network between dispatch and fire stations.		X

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present them for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present them to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.	X	X
Conduct a cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Cut over users and ensure that user radios are operating on the system.		X
Resolve punch list items, documented during the Acceptance Testing phase, to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with the resolution of identified punch list items by providing support, such as access to the sites, equipment, and system, and approval of the resolved punch list items.		X
Deliverable: Migration to new system completed, and punch list items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during the warranty which aligns with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by the Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list, and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer-preferred electronic media. The documentation will include the following: • Site Block Diagrams. • Site Floor Plans. • Site Equipment Rack Configurations. • ATP Test Checklists. • Functional Acceptance Test Plan Test Sheets and Results. • Equipment Inventory List. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.1 Volusia County Responsibilities

Volusia County will assume responsibility for the installation and performance of all other equipment and work necessary for the completion of this project that is not provided by Motorola Solutions. General responsibilities for Volusia County include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for the project as required.

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

- Volusia County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- Coordinate the activities of all Volusia County vendors or other contractors.

2.2 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola Solutions will verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Volusia County or the responsible Fire Department is to provide all buildings, equipment shelters, and towers required for system installation.
- Volusia County or the responsible Fire Department is to ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Volusia County or the responsible Fire Department is to obtain all licensing, site access, or permitting required for project implementation.
- Volusia County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described. If additional grounding or electrical are necessary, a change order may need to be executed.
- Any site/location upgrades or modifications are the responsibility of Volusia County.
- If multiple facilities that require alerting are on the same property (i.e. Fire in one building and EMS in another), it is the responsibility of the customer to provide adequate conduit(s) with pull strings for the cabling to be pulled between buildings. The buildings shall be no more than 50' of each other.
- Approved FCC licensing provided by Volusia County.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Volusia County.
- No coverage guarantee is included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Volusia County system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Please note that according to the current system architecture, the Mach Alert solution as provided in this proposal, along with the County's existing standalone VHF paging solution is NFPA 1221 compliant. This is due to there being two standalone systems with Mach Alert being one method of notification with There is not an integration to any radio resource at the fire station into the Mach Alert included in this proposal.
- Volusia County shall provide at least one (1) reliable Ethernet network connection (min 1Mbps) to dispatch and all fire stations for the fire station alerting solution and provide all network equipment and cabling to the Mach Alert or Motorola-provided equipment. Networking components such as firewalls, switches, routers, or modifications to any such equipment are the customer's responsibility. Switching equipment for operation of the FSA system after the County-provided Ethernet (RJ45) handoff(s) at each location is included.
- Provide Mach Alert support staff with a mechanism for secure remote access to the proposed FSA Server.
- Provide adequate rack space, in a conditioned environment for the proposed FSA servers and associated ancillary equipment.
- Volusia County or the local municipality to supply adequately sized AC electrical service and backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location to the mutually agreed upon demarcation point.

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

- The County is to provide connectivity between the CAD system and the FSA system via an IP connection as defined in the specification to be provided at system procurement. Coordinate CAD Interface Setup and Functional Testing, per Mach Alert CAD Interface Functional Test and Procedure/Checklist, and document results.
- Existing traffic light preemption, door interfaces, and gas/electrical disconnect devices will be wired to one of the existing digital inputs in the Mach Alert system using a common normally open or normally closed setting. Motorola shall quote the necessary low-voltage cabling to the solenoid replacing an existing low-power activation wall switch, but it is the County's responsibility to integrate the cabling to the county-provided interface.
- County to provide a reliable interface/connectivity from the County's CAD vendor (CentralSquare Technologies) to the Mach Alert FSA System via an IP Connection according to specifications. Any API development costs that are required by the County's existing CAD vendor are not included in this proposal and will be a County responsibility. We've included the cost for MA to work with the County's existing CAD vendor during API development.
- If the County elects to proceed with the TTS via OTA option then they will be required to provide the Harris donor radios at the dispatch site. The County will be responsible for programming those radios.
- The County and the Fire Stations are responsible for providing the standalone VHF paging solution that is not integrated into the Mach Alert solution.
- Assumes reuse of the existing PA system (i.e. amplifiers and speakers) at the Fire Station(s).
- Access to locations for the installation of equipment will be provided by Volusia County during the installation.
- Assumes installation of 61 fire stations, dispatch, and any additional system components (add-ons) at the same time.
- Costs for fire station lighting licensing, IDB licensing, and redundant NICs have been included in all station controllers, regardless if they are outfitted with these optional add-ons.
- Lighting implementation included is to configure one (1) station with the customer, therefore training them on how to configure additional stations.
- Warranty costs are to be determined after a system design has been finalized.
- Removal, relocation, and disposal of obsolete communications equipment will be the responsibility of the County.
- This document includes all the necessary items to ensure a smooth installation and deployment, this quote includes estimates for the following services:
 - System installation, optimization, integration, and testing
 - Project management and field engineering for system installation and optimization
 - System documentation

For Reference - Key Terms

- AIC - Alerting Interface Controller
- TTS - Text To Speech
- IDB - Incident Display Board
- OTA - Over The Air
- RTU - Remote Terminal Unit
- SC - Station Controller
- CAD - Computer Aided Dispatch
- FSA - Fire Station Alerting
- MA - Mach Alert

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

- CEN - Customer Enterprise Network

{The remainder of this page intentionally left blank.}

Section 3

Service/Warranty

3.1 Warranty

Motorola Solutions is providing a warranty for the FSA system such that the equipment and software are free from defects for eighteen (18) months from the date of shipment from the Motorola or Mach Alert facility or twelve (12) months from customer system acceptance, whichever is earlier.

The warranty does not apply to malfunctions, failures, or defects resulting from abuse, misuse, accident, alteration, neglect, improper maintenance, unauthorized or improper repair or installation, or acts of God such as fire, flood, etc.

3.2 Maintenance & Support Contract

Motorola has included a total of 5 years of maintenance and support in this proposal. This will include hardware and software maintenance and support. This begins at the start of the warranty.

Any additional (optional) items quoted directly to the city fire departments for this initial phase, must be executed on or before November 8, 2024, to include extended maintenance and support for these options, if desired. Failure to proceed within this timeframe could result in an increase in pricing.

3.3 Hardware Spares

An adequate supply of spares is included in this proposal to minimize system downtime.

3.4 Software Repair

For defective software under warranty, Motorola Solutions or Mach Alert will, with end customer coordination and approval, remotely connect to the Mach Alert FSA System and perform system diagnostics to ascertain and resolve the problem. Mach Alert will furnish and install corrected software.

Section 4

Proposed Project Schedule

The project schedule details the projected timeline for completing the required tasks to successfully implement the new communications system. During the Contract Design Review meeting following the contract award, Motorola's Project Manager will present a baseline project schedule to Volusia County based on knowledge and timeline goals learned during the Kickoff Meeting. The baseline schedule will be updated regularly during project implementation and provided to the County Project Manager in an agreed-upon format. Motorola and Volusia County will work together to identify all project responsibilities for the successful completion of the project.

Motorola intends to complete the project as efficiently as possible, in the interest of all parties. The Public Safety project schedule presented with this proposal is based on a 9-month implementation.

Date	Milestone
Start	All proposed sites are ready for installation and backhaul completed and/or ordered. (County responsibility)
Within 30 days	Contract Design Review (CDR)
Months 2-5	Equipment Manufacturing
Months 6-9	Fixed Network Equipment Installation, Testing, Cutover, Final Acceptance

Section 5

Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to Volusia County.

Description	Price (\$)
Dispatch (Install 2 AICs, 2 Servers, 4 Dispatch Workstations, 1 Text-to-Speech interface, 4 console/workstation client installations, and the necessary spares), 61 Fire Department Locations (Install 61 Station Controllers containing 61 ACE3600s with integration to existing overhead paging systems), additional items at Volusia County stations (including 21 LED Controllers, 102 LED Light Strips, 9 Touchpad Switches, 42 IDB modules, and Spare Equipment) Implementation, and Warranty with 5-Year Maintenance & Support Services	\$3,997,755
<i>Sourcewell Discount</i>	<i>(\$130,245)</i>
<i>Receipt of Executed Contract by 6/21/2024 Incentive</i>	<i>(\$269,857)</i>
Total System	\$3,597,653

- This proposal is subject to the terms and conditions of Motorola Solutions' Sourcewell contract.
- All Pricing and incentives are valid through 6/21/2024.

Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. **10% of the System Price due upon contract execution (due upon effective date);**
2. **50% of the System Price due upon shipment of equipment from Staging;**
3. **15% of the System Price due upon installation of equipment; and**
4. **25% of the System Price due upon Final Acceptance.**

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to

Exhibit B—Pricing Summary (Section 5)
VC Fire Station Alerting

the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT C INSURANCE REQUIREMENTS

Fire Station Alert System

1. 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 at 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:

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation in favor of County and municipalities listed in figure 2 (page 5)	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY ☒ Occurrence Basis ☒ Contractual Liability ☒ County and municipalities listed in figure 2 Additional Insured for both Premises-Operations and Products-Completed Operations. ☒ Waiver of Subrogation in favor of County and municipalities listed in figure 2. ☒ Primary & Non-contributory with any insurance or self-insurance maintained by County and municipalities listed in figure 2.	EACH OCCURRENCE	\$ 3,000,000
	GENERAL AGGREGATE	\$ 5,000,000
	Premises-Operations	\$ 3,000,000
	Products & Completed Ops	\$ 3,000,000
	Personal & Adv Inj.	\$ 3,000,000
AUTO LIABILITY ☒ Any Auto ☒ County and municipalities listed in figure 2 Additional Insured for both Premises-Operations and Products-Completed Operations. ☒ Waiver of Subrogation in favor of County and municipalities listed in figure 2.	Combined Single Limit	\$ 2,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
<i>Note: If contractor does not have “Coverage Symbol 1: Any Auto”, shall have Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned).</i>		
CYBER INSURANCE ☒ Network and Information Security & Privacy Liability ☒ Third Party Privacy Breach Management Costs	\$ 2,000,000 each Claim	
	\$ 2,000,000 Aggregate	
CANCELLATION: Thirty (30) days written notice of cancellation on all policies but the Cyber Liability is required to the Certificate Holder:		

Fire Station Alert System

Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Andrew G. Kokitus, NIGP-CPP</u>	Risk Management Division
--	---------------------------------------

- 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. The policy limits for all required policies in *Figure 1* shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required in this exhibit.
- C. 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.
- D. 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.
- E. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- F. Required Policies and Limits. underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- G. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County and municipalities listed in figure 2 are required to be included as an additional insured, the coverage and limits provided to the County and the municipalities listed in figure 2 under Contractor’s insurance policies shall be that listed in *Figure 1*. All coverage provided to the County and the municipalities listed in figure 2 as an additional

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents 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.

- 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 of the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing 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. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing 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 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 obtain and maintain Commercial General Liability insurance, with limits of the amounts shown in *Figure 1*. 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, and Subcontractors 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 Coverages A and B. 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. Policy shall include either 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

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

required to be included 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.

For non-construction projects, Contractor shall include County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to include another party as an additional insured, Contractor shall include said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be included as an additional insured.

- J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of the amounts shown in *Figure 1* for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written **with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles)**. The County and the municipalities listed in figure 2 shall be included as an additional insured under this policy when required in *Figure 1*. ***If Motor Vehicle Liability is by endorsement to another policy required in Figure 1, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in Figure 1, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.***
- K. Cyber Insurance. The Contractor shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, with a limit of the amounts shown above with an aggregate limit and per claim basis, with coverage for (a) data breaches by the Contractor or anyone causing the loss of use of electronic data; loss of personally identifiable information or County confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; (c) violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging Web 2.0

liabilities created by casual users of third parties accessing Contractor's web site(s) or computer systems through eMedia and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (excluding patents and trade secrets) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of County revenue or expense to the County due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

Technology Errors & Omissions. The Contractor shall secure and maintain during the term of the Agreement, with a limit of that required *Figure 1*, a Technology Errors & Omissions policy. Policy shall include coverage for technology services and technology products. Policy shall include coverage for failure of electronic and software products to perform the function or serve the purpose intended after installation and testing. Policy shall include coverage to replace or restore County electronic data lost from any cause whatsoever (including but not limited to a computer virus, malware, or breach of network security or loss of use, reduction in functionality or damage, destruction, distortion, erasure, corruption or alteration of electronic data) arising from Contractor's services under the Agreement, whether occasioned by the Contractor or its Subcontractors, or their agents or employees including any cost or expense of whatsoever nature resulting there from.

If the Contractor fails to secure and maintain the 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.

- L. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. 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.

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

- 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 (excluding Cyber Liability and Technology Errors and Omissions policies). 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 and the municipalities listed in figure 2.
- 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 General Liability, Automobile Liability, and Workers' Compensation insurance policies approved by the County under the Agreement within thirty (30) business days of receipt of such notice or change.
- 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.

B. 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 policies covered, the amounts of insurance applicable to each policy and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County in the form of a certificate of insurance 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. In the event of a lawsuit in which the County is specifically named or in the event of a claim being denied coverage, Contractor will make the applicable insurance policy available for review by the County with confidential and private information redacted. Redactions shall not be made that would affect coverage for the County and parties included as additional insureds under this agreement. The Agreement may be terminated by the County, without penalty or expense to the County, if at any time during the term of the Agreement proof of any insurance required hereunder are not provided to the County upon request.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these 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 the right to terminate the Agreement.

3. The provisions of this Exhibit C shall survive the cancellation or termination of the Agreement.

4. Figure 2

Municipality
City of Daytona Beach, Fla.
City of DeBary, Fla.
City of DeLand, Fla.
City of Deltona, Fla.
City of New Smyrna Beach, Fla.
City of Ormond Beach, Fla.
City of Port Orange, Fla.
City of Orange City, Fla.
City of Edgewater, Fla.
City of Holly Hill, Fla.
City of South Daytona, Fla.
City of Ponce Inlet, Fla.

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and County of Volusia, Fla. ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement

Exhibit D—Motorola Software License Agreement
VC Fire Station Alerting

and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights,

Exhibit D—Motorola Software License Agreement
VC Fire Station Alerting

trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

Exhibit D—Motorola Software License Agreement
VC Fire Station Alerting

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 INTENTIONALLY LEFT BLANK

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with

Exhibit D—Motorola Software License Agreement
VC Fire Station Alerting

the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

AGREEMENT FOR PUBLIC SAFETY COMMUNICATIONS TECHNOLOGY AND
HARDWARE SOLUTIONS BETWEEN THE COUNTY OF VOLUSIA AND MOTOROLA
SYSTEMS, INC.

This Agreement for Public Safety Communications Technology and Hardware Solutions (hereinafter “Participating Addendum”) is made and entered into by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Florida, whose principal place of business is located at 500 W. Monroe, Chicago, IL 60661 (hereinafter the “Contractor”) and the 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 (hereinafter the “County.”) Contractor and the County are referred to collectively as the “Parties” or “parties.”

WHEREAS, “Sourcewell,” a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota, entered into Contract No. 042021-MOT with Contractor (hereinafter, the “Contract”) on or about July 4, 2021;

WHEREAS, the term of the Contract runs through June 23, 2025, unless canceled or extended as stated in the Contract;

WHEREAS, pursuant to Sections 5 and 6 of the Contract, participation in the Contract is open to public entities such as the County;

WHEREAS, Section 6 of the Contract allows for additional terms and conditions beyond those set forth in the Contract to be negotiated between Contractor and a participating entity such as the County;

WHEREAS, the County wishes to access and participate in the Contract in order to procure public safety communications technology and hardware solutions, and Contractor wishes to provide same;

WHEREAS, the Parties wish to enter into those terms and conditions set forth below, in addition to the terms of the Contract.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

The foregoing recitals are true, correct and material to this Participating Addendum.

**Volusia County’s Terms
and Conditions**

County. 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 (“Constitutional”), 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.

Disputes. If a dispute arises under the Contract, including this Participating Addendum, and is not resolved informally by the parties within five (5) business days, the party bringing a claim (“Disputing Party”) shall deliver to the first level representative of the other party a written statement (“Dispute

Notice”) describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party’s notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with 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 such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This Participating Addendum 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 Participating Addendum shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, exclusively in the Middle District of Florida, Orlando Division. By entering into this Participating Addendum, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Participating Addendum, and, unless otherwise expressly provided in this Participating Addendum, each agrees to bear its own costs and attorney’s fees relating to any dispute arising under this Participating Addendum.

Notices. All notices given by one party to the other party under this Participating Addendum shall be delivered to the receiving party’s address set forth on this Participating Addendum either by hand, qualified courier, or e- mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Payment. County shall pay Contractor within 45 (forty-five) days after receipt of an accurate and undisputed invoice, Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the Participating Addendum. The County may deduct amounts it is due from Contractor’s payment or not pay disputed invoices until such dispute is resolved. Nothing in this Participating Addendum shall create any obligation on the part of the County to pay directly to any subcontractor of Contractor any monies due to such subcontractor or claims of such subcontractor for amounts owed by Contractor to subcontractor for goods or services provided under this Participating Addendum. Invoicing and payment shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes (*i.e.*, the Florida Local Government Prompt Payment Act).

E-Verify. By providing any good or service to the County or accepting payment for same, Contractor warrants and certifies it has registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees. Contractor is subject to and agrees to abide by Sections 448.09 and 448.095, Fla. Stat. Contractor is required to comply with the provisions of Section 448.095, Fla. Stat. 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 Contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT 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 the 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 the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the 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 Agreement 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 the Contractor of such request, and the 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 the Contractor's failure to comply with the public records disclosure requirements of

section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's 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.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Warranty. Contractor warrants that all Work or Services performed under the Contract and this Participating Addendum shall be performed in a good and competent workmanlike manner, and materials shall be of good quality (unless otherwise stated on this Participating Addendum), and free from defects and pursuant to specifications and requirements of the contract related to this Participating Addendum.

Confidential Information.

Generally. Both parties hereby acknowledge that each may be exposed to confidential and proprietary information of the other and providers of software and confidential and proprietary information, business information, and information that may be exempted from disclosure or prevented from being disclosed by reason of law. If Contractor intends to designate certain information provided to County as Confidential, then such information must be expressly identified in writing by the Contractor and Contractor must provide the County with a completed Non-disclosure form provided by the County.

Confidential Information. Confidential information shall constitute information which is exempt from disclosure pursuant to Chapter 119, Public Records Law, Florida Statutes (2014), Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), Chapter 812 of the Florida Statutes (2014), and any other Florida statute that may provide for an exemption confidentiality of certain information (hereinafter "Confidential Information"). Additionally, and for the purposes of this Agreement and any future statement of work, Confidential Information shall include Confidential Information and/or trade secret information disclosed by Contractor to the County that is expressly identified in writing by Contractor and Contractor's subcontractors. As such, any Confidential Information as defined herein that is provided by Contractor to County must be expressly identified in a fully completed and executed Nondisclosure Agreement for Confidential Materials, which Contractor may obtain from the County's Purchasing and Contracts Division.

Confidential Information and/or trade secrets do not include the following:

- A. Information already known to or independently developed by the recipient;
- B. Information in the public domain through no wrongful act of the recipient;
- C. Information received by the party in possession from a third party the recipient;
- D. Information regularly disclosed by the owner of the information to third parties without restriction on disclosure; or
- E. Information required to be disclosed by law or an order of court, provided that a party required to make disclosure of the other party's Confidential Information shall first notify the other party of such requirement and permit the party to obtain a protective order or other similar relief.

With respect to the Confidential Information, both parties hereby agree that during the term of this Agreement and at all times thereafter, neither shall use, commercialize or disclose such Confidential Information obtained from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such claiming party may impose in writing.

Restrictions upon Disclosure of Information. Each party agrees subject to the conditions and obligations of this Article - Confidential Information:

- A. To treat the other's Confidential Information as proprietary to the other;
- B. To not knowingly disclose to any person, other than its employees, consultants, or agents or the employees, consultants and agents of the other party (as directed by the other party), any Confidential Information belonging to the other party;
- C. To inform its employees, consultants and agents of the confidential nature of the others information and of the requirement of nondisclosure; and
- D. In the event either party has actual knowledge of a breach of the nondisclosure requirements of this Article, the party acquiring such knowledge shall promptly inform the other party and assist that party in curing the disclosure, where possible, and preventing future disclosures.

Where County receives a request by a third party for disclosure of (i) the Confidential Information or (ii) other information that County believes to be Confidential Information and/or a trade secret of Contractor, County shall, in either instance, give written notice to Contractor and Contractor shall take immediate action to notify County in writing whether Contractor agrees to the disclosure or whether Contractor opposes disclosure and shall take legal action to prevent such disclosure.

Where Contractor receives a request by a third party for disclosure of information that Contractor believes to be Confidential Information and/or a trade secret of County, Contractor shall give written notice to County and County shall take immediate action to notify Contractor in writing whether County agrees to the disclosure or whether County opposes disclosure and shall take legal action to prevent such disclosure.

In the event a third party makes a public records request to the County for disclosure of the Licensed Software or Documentation or any item which has been marked and identified by Contractor as confidential or a trade secret, and, the County has refused disclosure and the third party files suit to require disclosure, Contractor acknowledges the County is required to submit any requested item to the court for inspection in camera as set forth in Section 119.07(1)(g), Florida Statutes (2021), or as such provision may be amended. Contractor further acknowledges that Section 119.12, Florida Statutes (2021), states:

If a civil action is filed against an agency to enforce the provisions of this chapter and if the court determines that such agency unlawfully refused to permit a public record to be inspected or copied, the court shall assess and award, against the agency responsible, the reasonable costs of enforcement including reasonable attorneys' fees.

Contractor understands and acknowledges that records kept, maintained, or made in the course of performing this Agreement are public records, subject to disclosure pursuant to Chapter 119, Florida Statutes, unless such records are deemed private or otherwise confidential and exempt pursuant to Florida law. If the Contractor fails to cooperate with the County in producing any such records or otherwise fails to maintain, keep, and store such records in accordance with Florida law, then the Contractor shall be liable to the County for any costs, fees, or penalties assessed against the County pursuant to Section 119.12, Florida Statutes (2021), including any successor statutes, and shall further indemnify, defend, and hold the County harmless from any such costs, fees, or penalties.

Except to the extent authorized in this Agreement, both parties hereby agree that during the term of

this Agreement and at all times thereafter, neither shall use, commercialize or disclose Confidential Information as defined herein and/or trade secret obtained from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such claiming party may impose in writing.

Notwithstanding the foregoing provisions, disclosure of a purported trade secret or Confidential Information shall not be precluded if:

- A. Such disclosure is in response to a lawful and valid order of a court or other governmental body of the United States or any political subdivision thereof; or
- B. Such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose; or
- C. The County received the prior written consent to such disclosure from Contractor, but only to the extent permitted in such consent; or
- D. Disclosure is required by Florida law, including but not limited to Chapter 119, Florida Statutes; or
- E. Disclosure is not exempted by Florida law, including but not limited to Chapter 119, Florida Statutes; or
- F. Disclosure is required by Federal law, which is preemptive of Florida law.

In the event of an intended or required disclosure described above, the party intending or being required to disclose the other party's Confidential Information shall provide the other party with reasonable advance notice in order to permit the other party the opportunity to seek a protective order or other appropriate relief. County shall first comply with its obligations under this Agreement, subject to Chapter 119, Florida Statutes (2021) that permit Contractor to object to such disclosures.

Electronic Signatures. Contractor acknowledges that _____ [name and title of signatory] (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory and Motorola Solutions, Inc. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

{Remainder of this page intentionally left blank.}

IN WITNESS THEREOF, the parties have caused this Participating Addendum to be executed by the undersigned authorized persons.

ATTEST

MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date: _____

ATTEST

COUNTY OF VOLUSIA

By: _____
George Recktenwald
County Manager

By: _____
Jeffrey S. Brower
County Chair

Date: _____

Date: _____

Exhibit F—System Acceptance Certificate
VC Fire Station Alerting

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

**Solicitation Number: RFP #042021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. **VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.**

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcwell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for Products-Completed operations

\$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) its workers compensation, commercial general liability, and automobile liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers compensation, commercial general liability, and automobile liability insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

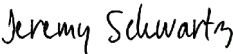
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

C0FD2A139D06489...

By: _____

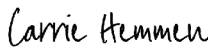
Jeremy Schwartz

Title: Chief Procurement Officer

7/3/2021 | 8:47 AM CDT

Date: _____

Motorola Solutions, Inc.

DocuSigned by:

BCC52DFA8464445...

By: _____

Carrie Hemmen

Title: MSSSI Territory Vice President &
Director of Sales

7/2/2021 | 3:56 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

7/4/2021 | 6:43 PM CDT

Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Motorola Solutions, Inc.
Address: 500 W Monroe St
Ste 4400
Chicago, IL 60661
Contact: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Phone: 720-338-7624
HST#: 36-1115800

Submission Details

Created On: Tuesday March 30, 2021 21:05:37
Submitted On: Tuesday April 20, 2021 12:23:07
Submitted By: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Transaction #: a493650e-28b5-493e-a11e-7305bc7e532a
Submitter's IP Address: 140.101.167.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc.	*
2	Proposer Address:	500 W. Monroe, Chicago IL 60661	*
3	Proposer website address:	https://www.motorolasolutions.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743 Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline. We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security. For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications. In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.	*
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx. Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
10	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team	

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification

ASTRO 25® Subscriber Portfolio Overview

ASTRO 25® IV&D System Overview

Introduction to R56

Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification

MCC7000 Console Maintenance Certification

ASTRO 25® Repeater Site Lifecycle Maintenance Certification

ASTRO 25® Simulcast Site Lifecycle Maintenance Certification

ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role. Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field: Training Classes to Track: Antenna System Analysis (SRV2012) Astro Ethernet Testing Astro Networking I Astro Firewalls/CEN End-to-End Audio Link Verification LMR Master Basics Network+ Bootcamp Passive Intermodulation R56 Installer/Auditor (NST9257) Security+ Bootcamp Signal Investigation Techniques CompTIA Certifications: CompTIA Network+ CompTIA Security+ ETA Certifications: Antenna System Analysis (ASA) APX Radio Technician (APX) Associate (CETa) Astro 25 RF Site Preventative Maintenance (A25-SPM) Certified Service Manager (CSM) Communication Site Inspector / Auditor (CSIA) Communication Site Installer (R56) Computer Service Technician (CST) Customer Service Specialist (CSS) Data Cabling Installer (DCI) Industrial Electronics (IND) Information Technology Security (ITS) General Communications Technician I (GCT1) General Communications Technician II (GCT2) GTR 8000 P25 RF Site Performance Verification (GTR-SPV) GTR 8000 Repeater Site Technician (GTT) Master CET (CETma) Master Specialty (CETms(RF or IT)) M Core Technician (MCT 7.x) Microwave Radio Technician (MRT) Mobile Communications and Electronics Installer (MCEI) Network Computer Technician (NCT) Network Systems Technician (NST) PIM RADAR (RAD) RF Signal Investigation Techniques (RFSIT) T1 Link Verification (T1LV) Telecommunications (TCM) Wireless (USMSS/TRN/WCN) Wireless Network Technician (WNT)
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Company: Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021 Employer: We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014 https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100	*
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000	*
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000	*
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000	*
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.	*
24	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.	*
25	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager	

		A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the the requirements of our customer's expectations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcewell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	While it would be great for Sourcewell to market the vendors that are awarded contracts, we do understand that Sourcewell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcewell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcewell, we will discuss that by joining Sourcewell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/	*
37	Describe any technological advances that your proposed products or services offer.	For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward. The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2019 Corporate Responsibility Report	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2019 Corporate Responsibility Report	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.	*
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all components needed for an acquisition within the pricing categories and discounts provided.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find our pricing details in the attachments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members. For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Total sales in US dollars per category	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes. Land Mobile Radio Systems, Solutions, and Serices Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services	*
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above	*

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	☒ Yes ☐ No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.	*
68	Connectivity and interoperability devices, hardware and equipment	☒ Yes ☐ No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.	*
69	Airborne, marine, and underwater communication systems	☐ Yes ☒ No	No.	*
70	Services related to lines 67, 68 and 69 above	☒ Yes ☐ No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).	*
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs. We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene.	
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/ , Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html , and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5 .	
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell RFP 042021 Pricing.pdf - Monday April 19, 2021 18:16:04
 - [Upload Additional Document](#) - Sourcewell RFP 042021 Proposal Document.pdf - Monday April 19, 2021 18:19:49

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	☒	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	☒	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	☒	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	☒	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	☒	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	☒	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	☒	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	☒	2



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____

Date: 12/11/2024

Vendor: Motorola Solutions, Inc.

Cost: \$86,659

Requested by: Nate Quartier

Department: Fire

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This purchase consists of items necessary to upgrade the dispatch alerting system components at each Ormond Beach fire station, as part of Volusia County's county-wide upgrade. These components include LED lighting for call-type indication and alerting; incident data boards, for monitoring incidents and unit statuses city-wide; turnout timers to monitor turn out times and improve response times; and associated mounting and installation supplies.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Volusia County is the sole dispatch provider for all Fire/EMS agencies county-wide, and is in the process of upgrading therdispatching and alerting systems. They are purchasing the backbone of the system, and have selected the system from Motorola Solutions. Each municipality is responsible for purchasing the needed upgrades and components for their respective fire stations. In order to remain on this system, the City will need to procure these items from Motorola for all Ormond Beach Fire Department stations.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Motorola Solutions supplying the main system components to Volusia County, and use of this vendor will allow for continued interoperability and use of the Volusia County dispatch system. This purchase was placed on Demand Star for 15 days, with no additional bids received.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature (Dept. Director or Division Manager)

Deputy Fire Chief

Title

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



MOTOROLA SOLUTIONS

City of Ormond Beach

Fire Station Alerting Enhancements

November 1, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2024 Motorola Solutions, Inc. All rights reserved.

Motorola Solutions Solutions Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

November 1, 2024

Nate Quartier, Deputy Fire Chief
City of Ormond Beach

364 S. Atlantic Ave.
Ormond Beach, FL 32164

Subject: Fire Station Alerting Enhancements

Dear Deputy Chief Quartier,

Motorola Solutions, Inc. (Motorola Solutions) is pleased to have the opportunity to provide the City of Ormond Beach with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your requirements.

To best meet the functional and operational specifications of this request, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the Mach Alert fire station alerting Enhancements for Ormond Beach Shores Fire, stations 91,92,93,94 and includes:

- 4 LED Controllers
- 17 LED Light Strips
- 6 IDB modules
- Implementation.

The products and services referenced in this proposal shall be provided under the terms and conditions set out in the Communications System and Services Agreement (CSSA) between Motorola Solutions and the County of Volusia (FL) dated June 21, 2024. This proposal shall remain valid until January 25, 2025. The City of Ormond Beach may accept the proposal by delivering to Motorola Solutions a PO referencing the Communications System and Services Agreement (CSSA) executed between Motorola Solutions and the County of Volusia (FL) on June 21, 2024 and signature on the contractual dentation section of this proposal. Any questions can be directed to your local Motorola Solutions Account Executive, Melissa Cavallo, at 772-663-2994.

Sincerely,

Motorola Solutions, Inc.

Rob Richardson
Area Sales Manager, North FL

Table of Contents

Section 1

System Description	
1.1 Mach Alert Fire Station Hardware.....	

Section 2

Statement of Work	
2.1 City of Ormond Beach Responsibilities	
2.2 Assumptions.....	

Section 3

Service/Warranty	
3.1 Warranty.....	

Section 4

Pricing Summary	
4.1 Equipment and Services	
4.2 Payment	
4.3 Invoicing	

Section 5

Contractual Documentation.....	
---------------------------------------	--

Section 1

System Description

In response to the City of Ormond Beach request, Motorola Solutions, Inc. (Motorola Solutions) will install the following enhancements to the Mach Alert system being provided by the County of Volusia.

1.1 Mach Alert Fire Station Hardware

The following sections detail the Mach Alert Hardware that is available for installation in the fire stations.

Integration to Existing Station Lighting

Motorola is proposing to integrate to the existing station lighting via a low voltage interface at each station.

Audio Selector Switches

Motorola is proposing to install either A/B or 4-way audio switches at certain stations. This will be further defined in the Statement of Work section.

Incident Display Boards (IDBs)

IDBs modules and splitters will be provided as defined in the Statement of Work section. Monitors and/or TVs will be customer-provided and shall be configured to display incoming alert incident information based on input from the CAD system (for example, units responding, address/location, incident type, cross streets, etc.) When alerted, the displays present a screen border color-coded to indicate the call type. A “count-down” and “count-up” timer is displayed indicating the amount of turnout time left and the amount of time past the required departure. The count-down timer is yellow. When it indicates 00, it turns red for the count-up time. If Internet access is granted, a map of the incident location can also be displayed on the IDB.

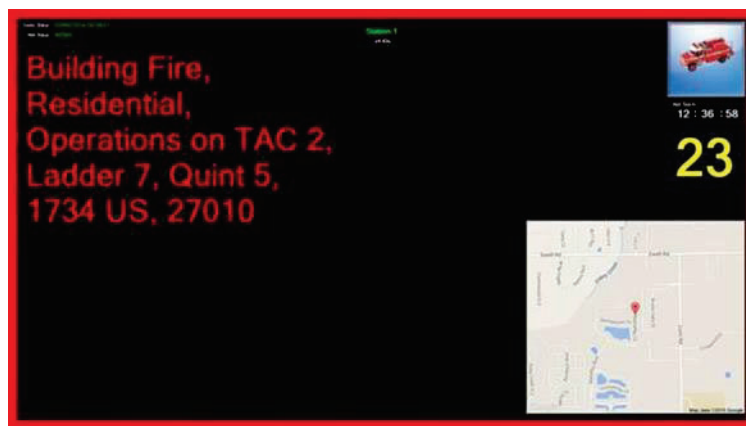


Figure 1-18: MACH Alert Incident Display Board

Section 2

Statement of Work

Motorola Solutions is proposing to City of Ormond Beach the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
City of Ormond Beach Station 91,92,93,94	City of Ormond Beach Fire Station Equipment (including 4 LED Controllers, 17 LED Light Strips, 6 IDB modules, 4 Turnout Timers and Implementation.

The document delineates the general responsibilities between Motorola Solutions and City of Ormond Beach as agreed to by contract.

This Statement of Work (SOW) describes the most current understanding of the work required by Motorola Solutions, Inc. (“Motorola”) to provide a successful implementation of a Mach Alert Fire Station Alerting (FSA) system for the City of Ormond Beach.

It is understood that this SOW may be revised during contract negotiations or during the Detailed Design Review (DDR), and through any other Change Orders that may occur during the execution of the project.

The following sections detail specific responsibilities of the Customer and Motorola in general and during various project phases. Motorola is responsible for coordinating and ensuring proper execution.

	Motorola Solutions	City of Ormond Beach
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X

	Motorola Solutions	City of Ormond Beach
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	

Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff (Completed in conjunction with the County of Volusia Project)		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review (Completed in conjunction with the County of Volusia Project)		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide demarcation points.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X

	Motorola Solutions	City of Ormond Beach
Provide minimum acceptable performance specifications for customer provided hardware.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Deliverable: Solution equipment received and ready for installation		

General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide system interconnections that are not specifically outlined in the system design, including low voltage interfaces to the existing lighting systems.		X
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Deliverable: Equipment installed.		
Fire Station Installation		
Install Audio Selector Switches, IDB Modules, HDMI splitter (if applicable) and low voltage interface from Mach Alert to existing lighting system interface.	X	
Obtain Electrical Subcontractor (if required)		X
Perform Equipment Inventory and Delivery to Customer Sites	X	
Functional Acceptance Testing (Completed in conjunction with the County of Volusia Project)		
Functional Acceptance Testing is part of the County of Volusia Purchase	X	X
PROJECT TRANSITION		
Cutover (Completed in conjunction with the County of Volusia Project)		
Cutover is part of the County of Volusia Purchase	X	X
Finalize Documentation and System Acceptance		
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.1 City of Ormond Beach Responsibilities

City of Ormond Beach will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. General responsibilities for City of Ormond Beach include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- City of Ormond Beach will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s). Equipment may also be delivered and staged along with the County of Volusia Mach Alert project.
- Coordinate the activities of all City of Ormond Beach vendors or other contractors.

2.2 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- City of Ormond Beach to provide all buildings, equipment shelters, and towers required for system installation.
- City of Ormond Beach are to ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- City of Ormond Beach are to obtain all licensing, site access, or permitting required for project implementation.
- City of Ormond Beach will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- This proposal assumes existing lighting can interface to Mach Alert system utilizing existing low-voltage interfaces to activate/deactivate existing station lighting. Motorola will interface to those existing interfaces only using a standard low voltage (12-24v normal open or normal closed circuit).
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of. City of Ormond Beach. Approved FCC licensing provided by City of Ormond Beach.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of City of Ormond Beach.
- Any required system interconnections not specifically outlined here will be provided by City of Ormond Beach. These may include low voltage interfaces and other types of connectivity.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

Section 3

Service/Warranty

3.1 Warranty

Motorola Solutions is providing a warranty under the County of Volusia Mach Alert project. Pursuant to the master agreement with Volusia County under section 3.2, if the proposed equipment is purchased on or before November 8, 2024, the equipment will include 5 years of maintenance and support at no additional cost. If the purchase is made after the November 8, 2024 deadline, the equipment will include the standard warranty of 12 months.

Section 4

Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to the City of Ormond Beach.

4.1 Equipment and Services

Description	Price (\$)
Additional items at City of Ormond Beach Fire Stations (including 4 LED Controllers, 17 LED Light Strips, 6 IDB modules (with Splitters based upon the request below), 4 Turnout Timers, and Spare Equipment and Implementation.	\$89,274
<i>Sourcewell Discount</i>	<i>(\$2,615)</i>
Total System	\$86,659

This proposal is subject to the terms and conditions of Motorola Solutions' Sourcewell contract and this pricing is valid through January 25, 2025.

4.2 Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

- 1. 50% of the System Price due upon contract execution (due upon effective date); and**
- 2. 50% of the System Price due upon Final Acceptance.**

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

4.3 Invoicing

Invoices will be sent to the Customer at the following address:

Name: Nate Quartier, Deputy Fire Chief

Address: 364 S. Atlantic Ave, Ormond Beach, FL 32165

Phone: 386-290-3112

E-INVOICE. To receive invoices via email:

Customer Accounts Payable Email: Nathan.Quartier@ormondbeach.org

Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name Ormond Beach Fire, Attn: Nathan Quartier

Address: 364 S. Atlantic Ave, Ormond Beach, FL 32165

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Ormond Beach Fire, Attn: Nathan Quartier

Address: 364 S. Atlantic Ave, Ormond Beach, FL 32165

Phone: 386-290-3112

Section 5

Contractual Documentation

This proposal shall be governed by the terms and conditions set out in the Communications System and Services Agreement (CSSA) executed between Motorola Solutions and the County of Volusia (FL) on June 21, 2024.

Please indicate acceptance of these terms by signing the acceptance block below:

Customer: City of Ormond Beach

Signature: _____

Printed Name: _____

Title: _____

Date: _____



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-52
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Bid Award - Fire Department Gear Washers and Dryers		
Summary:	The City was awarded a grant through the FEMA Assistance to Firefighters Grant to purchase 2 washers and dryers capable of laundering structural firefighting gear. Pursuant to Resolution 2024-31 approved on March 5, 2024, the City solicited bids for this equipment. A total of 4 bids were received with the lowest bidder being Ten-8, at \$29,624.50. The next lowest bidder, Florida PPE Services, came in at \$30,775.16, and is the desired vendor for this project. The justification for not choosing the lowest bid is due to the specialization of Florida PPE Services' business. They are the current vendor for the department's annual NFPA 1851 turnout gear cleaning, maintenance, and repairs. They also programmed the current gear washers to the appropriate specifications specific to laundering turnout gear. While Ten-8 supplies the department with a large amount of equipment, they do not perform the department's annual PPE maintenance. Staff feels the experience and knowledge makes Florida PPE Services the superior choice. The difference between the lowest bid and the preferred bid is \$1,150.66, which makes the difference of the City's match \$115.07; a reasonable amount given the expertise of the chosen vendor. This item will complete the Department's goal of having a gear washer and dryer at each fire station. It will reduce the time required to place gear back in service after being soiled at emergency incidents, and reduce the exposure firefighters have to the carcinogens present in soiled gear from the need to transport the gear to other stations for laundering.		
Financial Impact:	The total project cost is \$30,775.16, with \$27,697.64 being provided through federal funds. The City is obligated to contribute a 10% match		

	of approximately \$3,077.52. This item was not included in the original budget; a budget amendment to Fund 317 - Facilities Renewal and Replacement will be needed.						
Citizen Impact:	This will reduce the exposure firefighters have to carcinogens by allowing gear to be cleaned more quickly. This could result in a lower rate of cancers among firefighters.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends a bid award of \$30,775.16 to Florida PPE Services for the gear washers and gear dryers.						
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270						
Attachments:	1. 25-52 Washers & Dryers-Fla PPE Svcs (P25-0001G) 2. CC 498-24 Florida PPE Gear Washers and Dryers 3. EMW-2023-FG-02065 - Award Package 4. Florida PPE Services 5. BID 2025-16 signed bid tab						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>1/21/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>1/22/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>1/23/2025</td> </tr> </table>	Kelly McGuire, Finance Director	1/21/2025	Claire Whitley/Shawn Finley, Assistant City Manager	1/22/2025	Joyce Shanahan, City Manager	1/23/2025
Kelly McGuire, Finance Director	1/21/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	1/22/2025						
Joyce Shanahan, City Manager	1/23/2025						

RESOLUTION NO. 2025-52

A RESOLUTION ACCEPTING A BID FROM FLORIDA PPE SERVICES, LLC FOR FIRE DEPARTMENT GEAR WASHERS AND DRYERS, UNDER BID NO. 2025-16; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-16) regarding the purchase of washers and dryers for the City's fire department personal protection equipment gear ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the four bids received and have determined that the bid submitted by Ten-8 Fire Equipment with a bid in the amount of \$29,624.50 was the lowest responsible and responsive bid, and

WHEREAS, the City's professional staff recommends awarding the bid to Florida PPE Services, LLC, the second lowest responsible and responsive bid in the amount of \$30,775.16 because it is the City's current vendor for personal protection equipment gear cleaning, maintenance and repairs and have experience and knowledge specific to the City's needs that make it the preferred vendor, and

WHEREAS, an Assistance to Firefighters Grant will provide grant funds in the amount of \$27,697.64, and

WHEREAS, the City Manager has certified that \$3,077.52 to fund the City's match for the purchase is appropriated in the Facilities Renewal and Replacement Fund (317) and has not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations,
now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The bid submitted by Florida PPE Services, LLC to provide the equipment at a total cost not to exceed \$30,775.16 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a Purchase Authorization with Florida PPE Services, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a Purchase Authorization with Florida PPE Services, LLC for the purchase of fire department gear washers and dryers at the said price and to pay the cost thereof from the Facilities Renewal and Replacement Fund and Assistance to Firefighters Grant Funds.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500371
Vendor: Florida PPE Services LLC
Resolution No. 2025-52

Requisition By: Bailey
Date: 2/4/2025

Reason: Purchase of Fire Department Gear Washers and Dryers

Purchase of: Purchase of Fire Department Gear Washers and Dryers - Fund 317 - Facilities Renewal and Replacement

PAY ITEM

NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	Washer - Circul-Air Soft Mount Extractor 35 lb/6 pieces	EA	2	\$7,178.10	\$14,356.20
2	Dryer - Circul-Air Portable Turnout Gear Dryer – 6 position	EA	1	\$9,253.13	\$9,253.13
3	Dryer -- Circul-Air Portable Turnout Gear Dryer – 4 position	EA	1	\$7,165.83	\$7,165.83
				Total:	\$30,775.16

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$2,500 or more require a Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/11/2024



Loretta Moisia
CITY OF ORMOND BEACH
P.O. BOX 277
ORMOND BEACH, FL 32175

EMW-2023-FG-02065

Dear Loretta Moisia,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$34,070.90 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$3,407.10 for a total approved budget of \$37,478.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that appears to read "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF ORMOND BEACH

UEI-EFT: P7N5EWNDK217

DUNS number: 087320164

Award number: EMW-2023-FG-02065

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$37,478.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$34,070.90
Non-federal	\$3,407.10
Total	\$37,478.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Equipment

PPE Washer/Extractor/Dryer

DESCRIPTION

The PPE gear dryers will significantly reduce downtime of PPE due to contamination of carcinogens and will assist in conforming to NFPA 1851 standards.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	\$10,284.00	\$20,568.00	Equipment

PPE Washer/Extractor/Dryer

DESCRIPTION

The PPE gear washer/extractors will significantly reduce downtime of PPE due to contamination of carcinogens and will assist in conforming to NFPA 1851 standards.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	\$8,455.00	\$16,910.00	Equipment

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF ORMOND BEACH

UEI-EFT: P7N5EWNDK217

DUNS number: 087320164

Award number: EMW-2023-FG-02065

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications
Article 2	General Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplicative Costs
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Article 16	Energy Policy and Conservation Act
Article 17	False Claims Act and Program Fraud Civil Remedies
Article 18	Federal Debt Status
Article 19	Federal Leadership on Reducing Text Messaging while Driving
Article 20	Fly America Act of 1974
Article 21	Hotel and Motel Fire Safety Act of 1990
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 24	Lobbying Prohibitions
Article 25	National Environmental Policy Act

Article	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
26	
Article	Non-Supplanting Requirement
27	
Article	Notice of Funding Opportunity Requirements
28	
Article	Patents and Intellectual Property Rights
29	
Article	Procurement of Recovered Materials
30	
Article	Rehabilitation Act of 1973
31	
Article	Reporting of Matters Related to Recipient Integrity and Performance
32	
Article	Reporting Subawards and Executive Compensation
33	
Article	Required Use of American Iron, Steel, Manufactured Products, and
34	Construction Materials
Article	SAFECOM
35	
Article	Terrorist Financing
36	
Article	Trafficking Victims Protection Act of 2000 (TVPA)
37	
Article	Universal Identifier and System of Award Management
38	
Article	USA PATRIOT Act of 2001
39	
Article	Use of DHS Seal, Logo and Flags
40	
Article	Whistleblower Protection Act
41	
Article	Environmental Planning and Historic Preservation (EHP) Review
42	
Article	Applicability of DHS Standard Terms and Conditions to Tribes
43	
Article	Acceptance of Post Award Changes
44	
Article	Disposition of Equipment Acquired Under the Federal Award
45	
Article	Prior Approval for Modification of Approved Budget
46	
Article	Indirect Cost Rate
47	
Article	Award Performance Goals
48	
Article	EHP Compliance Review Required
49	

Article 1**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11**Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 49**EHP Compliance Review Required**

Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY23 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY23 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY23 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1. Agreement No. EMW-2023-FG-02065	2. Amendment No. N/A	3. Recipient No. 596000398	4. Type of Action AWARD	5. Control No. WX03513N2024T		
6. Recipient Name and Address CITY OF ORMOND BEACH 22 S BEACH ST ORMOND BEACH, FL 32174	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742			
9. Name of Recipient Project Officer Loretta Moisio	9a. Phone No. 3862120656	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 07/11/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/18/2024 to 07/17/2026 Budget Period 07/18/2024 to 07/17/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	\$0.00	\$34,070.90	\$34,070.90	\$3,407.10
Totals			\$0.00	\$34,070.90	\$34,070.90	\$3,407.10
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	07/11/2024



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Fire Department Gear Washers and Dryers

BID NUMBER: 2025-16

BID OPENING DATE & TIME: January 7, 2025 @ 3:00 PM

BID OPENING LOCATION: City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: Florida PPE Services LLC

BIDDER'S MAILING ADDRESS: 970 Sunshine Lane, Units J/K

CITY-STATE-ZIP: Altamonte Springs, FL 32714

F.E.I.N. 85-2167831

PHONE NUMBER: 407-821-3999

EMAIL: Tonya@FloridaPPEservices.com

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X Tonya Herbert
AUTHORIZED SIGNATURE (MANUAL)

Tonya Herbert

NAME (TYPED)

Owner / President

TITLE

12/28/2024

DATED

GENERAL CONDITIONS

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

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, 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 exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in 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 of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

City of Ormond Beach
Fire Department Gear Washers and Dryers
Bid No. 2025-16

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 102, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Robert Hart, by e-mailing rob.hart@ormondbeach.org. Questions will be accepted until December 20, 2025 at 4:00 PM.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The term of this agreement shall not extend beyond this singular bid process.

SCOPE OF WORK:**GENERAL**

The City of Ormond Beach invites qualified vendors to submit a bid for the turnout gear washer and dryers listed on the bid schedule. The vendor will also be the point of contact between the City of Ormond Beach and the manufacturer on any installation and/or programming requests, warranty items, manufacturer defects, or routine repair work that is needed over the lifetime of the appliances.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Owner / President of Florida PPE Services LLC
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: January 20th, 2025 Signed: Tonya Herbert

Entity: Florida PPE Services LLC Name: Tonya Herbert

Title: Owner / President

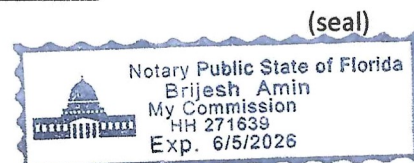
STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2ND day of JANUARY, 2025, by TONYA MARIE HERBERT and who: ☐ Is personally known to me; or ☒ has produced FDL - H-616-813-66-919-0 as identification.

Brijesh Amin
Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____



This document must be completed and returned with your Submittal

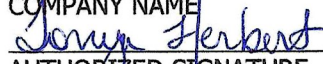
City of Ormond Beach
Fire Department Gear Washers and Dryers
Bid No. 2025-16

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Florida PPE Services LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Tonya Herbert

NAME

Owner / President

TITLE

December 28, 2024

DATE

City of Ormond Beach
Fire Department Gear Washers and Dryers
Bid No. 2025-16

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	<u>None</u>
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

BID RESPONSE FORM
(continued)

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Florida PPE Services LLC

VENDOR/CONTRACTOR LICENSE NUMBER: N/A

ADDRESS: 970 Sunshine Lane, Units J/K; Altamonte Springs, FL 32714

PHONE NO.: 407-821-3999 EMAIL: Tonya@FloridaPPEservices.com

SUBMITTER'S NAME: Tonya Herbert
(Typed or Printed in Ink)

TITLE: Owner / President

AUTHORIZED SIGNATURE: I,  hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach
Fire Department Gear Washers and Dryers
Bid No. 2025-14

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

Item	Description	Quantity	Unit Price	Total Price
Washer	Circul-Air Soft Mount Extractor 35 lb/6 pieces of gear - Pre-programmed to NFPA 1851 standards; includes SEKO 2 line dosing pump pre- wired to extractor; 1 one- gallon bottle of CitroSqueeze	2	\$7,178.10	\$14,356.20
Dryer	Circul-Air Portable Turnout Gear Dryer – 6 position SKU: PORT-6	1	\$9,253.13	\$9,253.13
Dryer	Circul-Air Portable Turnout Gear Dryer – 4 position SKU: PORT-4	1	\$7,165.83	\$7,165.83

TOTAL BID FOR CONTRACT

\$ 30,775.16

(Figures)

Thirty Thousand Seven Hundred Seventy Five and 16/100

(Words)

The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality and interoperability. The City's Fire Chief or designee shall be the sole judge of the quality and interoperability of alternate products proposed and their decision will be final.

City of Ormond Beach

**Fire Department Gear Washers and Dryers
Bid No. 2025-16**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

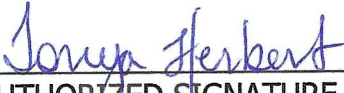
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Florida PPE Services LLC

COMPANY NAME


AUTHORIZED SIGNATURE

Tonya Herbert

NAME (PRINT OR TYPE)

Owner / President

TITLE

December 28, 2024

DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

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 violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

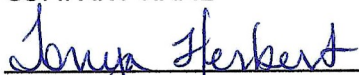
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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) calendar days after such conviction.

Impose sanctions 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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Florida PPE Services LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Tonya Herbert

NAME (PRINT OR TYPE)

Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR
WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible

property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective

- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an

Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments

or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



Date & Time: January 7, 2025 3:00 PM

725

[Handwritten signature]

[Signature] # 825

Page 413 of 743



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Public Safety - Other		
Department:	Public Works		
Subject:	Construction & Demolition Franchise Renewal, Waste Management Inc. of Florida		
Summary:	Waste Management Inc. of Florida (Waste Management) submitted a construction and demolition roll-off services franchise agreement renewal application, affidavit of acknowledgment of business type, and a non-refundable renewal fee of \$1,500. Waste Management's most recent franchise agreement expired on September 30, 2024; this agreement will allow for continuation of their services. Waste Management acknowledges the per roll-off charge of \$48.95 to be remitted by the 10th day of each month accompanied by appropriate documentation. Waste Management offers 10, 20, 30 and 40-yard roll-off containers. The principal owners have an extensive background in the recycling and solid waste industry and have established a long record of providing high quality service.		
Financial Impact:	Revenues from this non-exclusive franchise agreement will be \$1,500 from the renewal fee which will be applied to Fund 460 - Solid Waste Fund.		
Citizen Impact:	The franchising of waste haulers ensures these businesses operate within the requirements of the City. Currently, Waste Management, Waste Pro of Florida, GEL Recycling LLC, Samsula Landfill, Inc., Mid Florida Materials, and Creech Enterprises, Inc. serve as the only roll-off haulers permitted to do business within the City's corporate limits. Having a variety of authorized haulers provides a varied selection from which to choose.		

Recommended Action (Staff, Advisory Board and/or Other):	City staff is providing public notice of its intent to renew the non-exclusive franchise agreement for the collection and disposal of construction and demolition debris services to Waste Management, unless directed otherwise.	
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325	
Attachments:	1. WM Renewal Application 2024 2. City of Ormond Beach 2025 COI	
Approval:	Kelly McGuire, Finance Director	1/9/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/9/2025
	Joyce Shanahan, City Manager	1/13/2025

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Check One

☐ New ☒ Renewal ☐ Transfer ☐ Modification

Application Information:

Name: Waste Management Inc. of Florida

Address: 1325 Hull Trail

City/State/Zip Code: Ormond Beach, FL 32174

Phone Number: 904-759-5722

Contact Name: Jim Johns

Contact Email: jjohns32@wm.com

To the applicant: The following information checklist is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for construction and demolition debris collection and disposal services to properties located in the City of Ormond Beach. Please provide the required information identified in this checklist as an attachment to the franchise application.

**Franchise Application Requirements
And Requirement Checklist**

- ☒ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- N/A ☐ 2. Names(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- ☒ 3. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;
- N/A ☐ 4. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- ☒ 5. List of type, number, and complete description of all equipment to be used by applicant for providing safe and efficient services;
- ☒ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;
- ☒ 7. List of all franchises awarded to the applicant and the status of those franchises;

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

- ☒ 8. List of all franchises applied for which were not granted during the previous five-year period;
- ☒ 9. Written response to selection criteria as follows:
1. The public need for the proposed franchise or franchise transfer
 2. The financial ability of the applicant to perform
 3. Such other matters or information regarding the applicant or proposed franchise that the City Commission may determine relevant in its legislative discretion;
- ☒ 10. Applicant shall maintain in full force and effect the insurance coverages required by Exhibit "A" of City of Ormond Beach Resolution No. 2021-144 and any subsequent amendments thereto. Commercial General Liability coverage shall be \$1 million each occurrence, \$1 million aggregate products and completed operations and \$50,000 fire damage (any one fire).
- N/A ☐ 11. An applicant for an initial franchise, or a material modification of an existing franchise, or a transfer of a franchise shall file the original and ten (10) copied of the application with the City Clerk, or his or her designee. Any transfer of more then twenty-five (25) percent of the ownership of the franchisee shall be deemed to be a "transfer of a franchise."
- ☒ 12. Contemporaneously with the filing of an application for an initial franchise, the applicant shall remit to the City a nonrefundable application fee in the amount of two thousand five hundred dollars (\$2,500.00); and contemporaneously with the filing of an application for a material modification of an existing franchise, or a transfer of a franchise, the applicant shall remit to the City, unless otherwise prohibited by law or waived by the City, a nonrefundable application fee in the amount of one thousand five hundred dollars (\$1,500.00). "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or City under a franchise.
- ☒ 13. Within ten (10) business days after the filing of an application, the applicant shall furnish a complete copy of the application to all other collectors of construction and demolition debris that have franchises in the City. The copy shall be furnished by personal delivery or sent by certified mail, return receipt requested, to the principal business office of such other collectors of construction and demolition debris.

Definitions:

1. Applicant: a person or corporation applying to the City of Ormond Beach for a non-exclusive franchise to provide construction and demolition roll-off containers and/or collect construction and demolition debris within the City for hire, remuneration or other consideration.
2. Franchisee: person or corporation to whom the City has issued a non-exclusive franchise to provide roll-off containers for construction and demolition services and/or to provide construction and demolition debris collection and disposal services to properties in the City.

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

**Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE**

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida, and the United States of America.

BUSINESS ADDRESS OF APPLICANT:

Address: 1325 Hull Trail

City: Ormond Beach State: FL Zip: 32174

Telephone No.: 904-759-5722 Fax No.: _____

Federal ID No.: 59-1094518

SIGNATURE OF APPLICANT:

If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____ by: _____,
General Partner Signature

If a Corporation: Waste Management Inc. of Florida
Corporate Name

(a Florida _____ Corporation)

by: David Myhan Signature David Myhan

Title: President

Attest: Lisa P. Silva Lisa P. Silva (SEAL)
Asst. Corporate Secretary

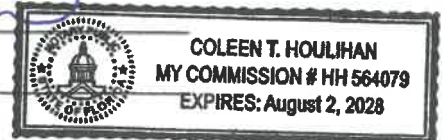
NOTARY PUBLIC: _____

STATE OF: Florida COUNTY OF: Palm Beach
The foregoing instrument was acknowledged before me this _____ day of the year _____, by David Myhan
who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: Coleen T. Houlihan

NOTARY NAME, PRINTED, TYPED, OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
WASTE MANAGEMENT INC. OF FLORIDA

Filing Information

Document Number 279946
FEI/EIN Number 59-1094518
Date Filed 03/30/1964
State FL
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 03/22/2024
Event Effective Date 12/31/2021

Principal Address

800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Changed: 04/13/2021

Mailing Address

800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Changed: 04/13/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 06/23/1992

Address Changed: 04/19/2011

Officer/Director Detail

Name & Address

Title President, Director

MYHAN, DAVID M
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP

SHAW, BRANDON C.
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP

BAUMAN, BRIAN J
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, CFO, CONTROLLER

CARROLL, JOHN A.
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Treasurer

NAGY, LESLIE K.
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Asst. Treasurer

LOCKETT, MARK A
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Asst. Secretary

LAMBROS , JAMES F
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

MUELKER , RUTH A.
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Secretary, Director

TIPPY , COURTNEY A
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP

Wilson, James A
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Treasurer

BENNETT, JEFF R
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

SILVA, LISA
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

DEANGELIS, CHRISTINA D.
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Annual Reports

Report Year	Filed Date
2022	04/18/2022
2023	04/03/2023
2024	03/26/2024

Document Images

03/26/2024 – ANNUAL REPORT	View image in PDF format
03/22/2024 – Merger	View image in PDF format
04/03/2023 – ANNUAL REPORT	View image in PDF format
04/18/2022 – ANNUAL REPORT	View image in PDF format
01/03/2022 – Merger	View image in PDF format
04/13/2021 – ANNUAL REPORT	View image in PDF format
04/08/2020 – ANNUAL REPORT	View image in PDF format
07/15/2019 – Merger	View image in PDF format
01/02/2019 – ANNUAL REPORT	View image in PDF format
04/18/2018 – ANNUAL REPORT	View image in PDF format
04/06/2017 – ANNUAL REPORT	View image in PDF format
03/17/2016 – ANNUAL REPORT	View image in PDF format
01/13/2015 – ANNUAL REPORT	View image in PDF format
01/15/2014 – ANNUAL REPORT	View image in PDF format
04/24/2013 – ANNUAL REPORT	View image in PDF format
10/03/2012 – ANNUAL REPORT	View image in PDF format
08/29/2012 – ANNUAL REPORT	View image in PDF format
01/11/2012 – ANNUAL REPORT	View image in PDF format
04/19/2011 – ANNUAL REPORT	View image in PDF format
03/10/2011 – Merger	View image in PDF format
04/27/2010 – ANNUAL REPORT	View image in PDF format
04/21/2009 – ANNUAL REPORT	View image in PDF format
07/02/2008 – ANNUAL REPORT	View image in PDF format
04/28/2008 – ANNUAL REPORT	View image in PDF format
12/21/2007 – Merger	View image in PDF format
12/21/2007 – Merger	View image in PDF format
12/21/2007 – Merger	View image in PDF format
12/21/2007 – Merger	View image in PDF format
12/21/2007 – Merger	View image in PDF format
07/23/2007 – ANNUAL REPORT	View image in PDF format
06/27/2007 – Merger	View image in PDF format
04/30/2007 – ANNUAL REPORT	View image in PDF format
04/27/2006 – ANNUAL REPORT	View image in PDF format
10/19/2005 – REINSTATEMENT	View image in PDF format
07/27/2005 – Merger	View image in PDF format
06/29/2005 – Merger	View image in PDF format
06/29/2005 – Merger	View image in PDF format

06/29/2005 -- Merger	View image in PDF format
06/29/2005 -- Merger	View image in PDF format
06/20/2005 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/15/2004 -- ANNUAL REPORT	View image in PDF format
12/23/2003 -- Merger	View image in PDF format
12/23/2003 -- Merger	View image in PDF format
12/23/2003 -- Merger	View image in PDF format
12/23/2003 -- Merger	View image in PDF format
12/23/2003 -- Merger	View image in PDF format
09/22/2003 -- REINSTATEMENT	View image in PDF format
06/02/2003 -- ANNUAL REPORT	View image in PDF format
02/25/2003 -- ANNUAL REPORT	View image in PDF format
12/23/2002 -- Merger	View image in PDF format
12/23/2002 -- Merger	View image in PDF format
12/23/2002 -- Merger	View image in PDF format
12/23/2002 -- Merger	View image in PDF format
12/23/2002 -- Merger	View image in PDF format
12/23/2002 -- Merger	View image in PDF format
09/09/2002 -- ANNUAL REPORT	View image in PDF format
06/28/2002 -- Merger	View image in PDF format
02/28/2002 -- ANNUAL REPORT	View image in PDF format
12/26/2001 -- Merger	View image in PDF format
05/03/2001 -- ANNUAL REPORT	View image in PDF format
12/15/2000 -- Merger	View image in PDF format
12/15/2000 -- Merger	View image in PDF format
12/15/2000 -- Merger	View image in PDF format
08/30/2000 -- ANNUAL REPORT	View image in PDF format
05/12/2000 -- Merger	View image in PDF format
05/11/2000 -- ANNUAL REPORT	View image in PDF format
12/22/1999 -- Merger	View image in PDF format
05/27/1999 -- Court Order	View image in PDF format
04/14/1999 -- ANNUAL REPORT	View image in PDF format
12/29/1998 -- Merger	View image in PDF format
12/29/1998 -- Merger	View image in PDF format
12/29/1998 -- Merger	View image in PDF format
12/29/1998 -- Merger	View image in PDF format
12/29/1998 -- Merger	View image in PDF format
12/29/1998 -- Merger	View image in PDF format
05/01/1998 -- ANNUAL REPORT	View image in PDF format
05/02/1997 -- ANNUAL REPORT	View image in PDF format
04/09/1996 -- ANNUAL REPORT	View image in PDF format
04/20/1995 -- ANNUAL REPORT	View image in PDF format
03/30/1964 -- Filings Prior to 1995	View image in PDF format

State of Florida

Department of State

I certify from the records of this office that WASTE MANAGEMENT INC. OF FLORIDA is a corporation organized under the laws of the State of Florida, filed on March 30, 1964.

The document number of this corporation is 279946.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 3, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of January,
2024*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

Secretary of State

Tracking Number: 3079288013CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Service Vehicles

Unit Number	Unit Description			Serial Number	License Plate - State
411297	2005	MACK	CV713	1M2AG11C45M019080	P9820C - FL
414436	2014	FREIGHTLIN	M2112	1FVHC5DX2EHFM0772	P2393I - FL
415305	2012	MACK	GU713	1M2AX09C8CM012452	N0569X - FL
415306	2012	MACK	GU713	1M2AX09C1CM012454	P1425E - FL
418195	2013	MACK	GU813	1M2AX13CXDM020486	P7297F - FL
418239	2008	MACK	GU813	1M1AX16YX8M001387	P9171F - FL
419649	2024	MACK	GR64B	1M2GR7GC7RM042907	P9581J - FL



Waste Management Inc. of Florida has been collecting and transporting solid waste and commercial debris in the City of Ormond Beach, and Volusia County, for over twenty-five (25) years. We have a site located at 1325 Hull Trail in Ormond Beach FL. All equipment is stored and maintained at this location. We service over 3000 commercial and roll off customers from this location as well.



Franchise Agreements

Current franchise agreements include, but are not limited to:

- City of Flagler Beach
- Clay County
- City of Daytona Beach
- City of Jacksonville
- City of Palm Coast
- Town of Ponce Inlet
- St. Johns County
- Volusia County
- City of St. Augustine Beach
- City of New Smyrna Beach



- 1) Due to the high quality of the services rendered by Waste Management Inc. of Florida, and the demand by our clients, there is a need for services by the company inside the City limits of Ormond Beach.
- 2) Included in this document is the Credit and Financial information, concerning Waste Management Inc. of Florida, showing our ability to continue to invest in resources to provide goods and services to the company's clients.
- 3) Included in this document is Waste Management Inc. of Florida's credit application information.



CREDIT AND FINANCIAL INFORMATION

Waste Management (the “Company”), through its subsidiaries, is North America’s leading provider of comprehensive waste management and environmental services. The Company is also a leading developer, operator and owner of landfill-gas-to-energy facilities in the United States. The Company partners with its residential, commercial, industrial and municipal customers to manage and reduce waste at each stage from collection to disposal through a network of landfill sites (the largest network of landfills in North America), transfer stations, recycling facilities, organic processing facilities and landfill-gas-to-energy projects.

FINANCIAL SUMMARY	2023 (Amounts in Millions)
Operating Revenue	\$20,426
Income from Operations	\$3,575
Cash Provided by Operating Activities	\$4,719
Total Assets	\$32,823
Cash and Cash Equivalents	\$458
Stockholders’ Equity	\$6,903
Total Equity	\$6,896

COMMON STOCK

Ticker Symbol	WM (NYSE)
Shares Outstanding	404.9 million

AVAILABLE CREDIT LINES

Total U.S. Revolving Facilities:	\$3.5 billion
Administrative Agent:	Bank of America, N.A.

CREDIT RATINGS

Moody’s A3/P-2/Stable	Standard & Poor’s A-/A-2/Stable	Fitch A-/F1/Stable
--------------------------	------------------------------------	-----------------------

Updated 04.15.24

800 Capitol Street | Suite 3000 | Houston, TX 77002 | (713) 512-6200 | wm.com





CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY)
12/13/2023

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER	LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Indemnity Insurance Co of North America	43575
		INSURER B: ACE American Insurance Company	22667
		INSURER C: ACE Fire Underwriters Insurance Company	20702
		INSURER D: ACE Property and Casualty Insurance Company	20699
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13077182 REVISION NUMBER: XXXXXXXX

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	HDO G48902339	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ MCS-90 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	MMT H10822294	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTION \$	Y	Y	XEU G27929242 009	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C55517010 (AOS) WLR C55516881 (AZ,CA & MA) SCF C55517083 (WI)	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10822233	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: CONSTRUCTION & DEMOLITION ROLL-OFF SERVICES NON-EXCLUSIVE FRANCHISE APPLICATION. ADDITIONAL INSURED IN FAVOR OF CITY OF ORMOND BEACH ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

13077182

CITY OF ORMOND BEACH
PUBLIC WORKS DEPARTMENT
22 S. BEACH STREET
ORMOND BEACH FL 32174

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2026

12/10/2024

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 have **ADDITIONAL INSURED** provisions or 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).

PRODUCER	Lockton Companies, LLC 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Indemnity Insurance Co of North America	43575
INSURED 1300299	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC. OF FLORIDA 1325 HULL TRAIL ORMOND BEACH FL 32174	INSURER B : ACE American Insurance Company	22667
		INSURER C : ACE Fire Underwriters Insurance Company	20702
		INSURER D : ACE Property and Casualty Insurance Company	20699
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 13077182

REVISION NUMBER: XXXXXXXX

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	HDO G48900793	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	Y	MMT H1082235A	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	XEU 27929242 010	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	WLR C72629668 (AOS) WLR C72629620 (AZ,CA & MA) SCF C7262970A (WI)	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10822269	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

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

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: CONSTRUCTION & DEMOLITION ROLL-OFF SERVICES NON-EXCLUSIVE FRANCHISE APPLICATION. ADDITIONAL INSURED IN FAVOR OF CITY OF ORMOND BEACH ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

13077182

CITY OF ORMOND BEACH
PUBLIC WORKS DEPARTMENT
22 S. BEACH STREET
ORMOND BEACH FL 32174

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	Public Works		
Subject:	Intent to Bid - Concrete Delivery Services		
Summary:	This item provides notification of the City's intent to bid for a reliable provider of ready-to-use concrete, which supplies multiple divisions within the Public Works Department. The Department requires a reliable supplier for ready-to-use concrete, particularly in smaller (3-yard) batches, to support various ongoing projects, including the forming and finishing of sidewalks and driveways. These services are critical for the completion of utility repairs and routine sidewalk maintenance.		
Financial Impact:	Expenses for the purchase of concrete are included in the FY 2024–2025 General Fund budget of the Street Maintenance Division.		
Citizen Impact:	Prompt repairs to concrete and maintenance of roadways and sidewalks allow for the safe passage of vehicles and pedestrians, contributing to the quality of life in Ormond Beach.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to bid the services for the delivery of additional concrete, unless otherwise directed.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		
Attachments:	1. BID 2025-12 Concrete Delivery Services		
Approval:	Kelly McGuire, Finance Director		1/22/2025

	Claire Whitley/Shawn Finley, Assistant City Manager	1/28/2025
	Joyce Shanahan, City Manager	1/28/2025



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Concrete Delivery Services

BID NUMBER: 2025-12

BID OPENING DATE & TIME: March 11, 2025 at 2:00 PM

BID OPENING LOCATION: City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of

Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, 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 exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in 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 of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
--

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

City of Ormond Beach
CONCRETE DELIVERY SERVICES
Bid 2025-12

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file on a thumb drive or CD, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 102, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Robert Hart, by e-mailing rob.hart@ormondbeach.org. The deadline for questions is March 4, 2025 at 4:00 PM

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **one (1) year** and will be automatically renewed for 4 additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

City of Ormond Beach Public Works is seeking a reliable provider of smaller, usually 3-Yard, batches of concrete for the forming and finishing of sidewalk and driveways often necessary for final completion of utility breaks, repairs and replacement.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal



HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
 §
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non- governmental entity which does
 (Title) (Business Name)
business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____ Signed: _____
 Print Name: _____
 Title: _____

SUBSCRIBED AND SWORN before me by means of [] physical presence or [] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public, State of _____
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

City of Ormond Beach
CONCRETE DELIVERY SERVICES
Bid 2025-12

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

City of Ormond Beach
CONCRETE DELIVERY SERVICES
Bid 2025-12

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

BID RESPONSE FORM
(continued)

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ EMAIL: _____

SUBMITTER'S NAME: _____
(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach
CONCRETE DELIVERY SERVICES
Bid 2025-12

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

<u>Item No:</u>	<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>	<u>Unit Price:</u>	<u>Extended Price:</u>
1.	Price per yard	150	EA	\$ _____	\$ _____
2.	Delivery fee	50	EA	\$ _____	\$ _____
3.	Fuel fee	50	EA	\$ _____	\$ _____

TOTAL BID FOR ANNUAL CONTRACT \$ _____
(Figures)

(Words)

Quantities listed are estimates only, there is no guarantee of quantities that will be purchased.

City of Ormond Beach
CONCRETE DELIVERY SERVICES
Bid 2025-12

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

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 violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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) calendar days after such conviction.

Impose sanctions 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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR
WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors,

subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability

coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation

- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual

aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Intent to Bid - Water Reclamation Facility Temporary Staffing		
Summary:	The Florida Department of Environmental Protection (FDEP) requires the Water Reclamation Facility (WRF) to be staffed by a State certified treatment plant operator during all operational hours. The WRF is required to operate 24 hours a day, 7 days a week. Due to retirements and a limited pool of qualified applicants, staffing levels at the WRF of certified operators have dropped below a sustainable level. While the plant can operate with 5 operators, staffing levels of certified operators have dropped to 3, resulting in excessive overtime and scheduling difficulties. The City currently has a full team of treatment plant operator trainees to meet future needs. However, it takes a minimum of 1 year for a trainee to acquire the experience required to take the licensure exam. The use of temporary operators will allow the plant to meet permit requirements until these additional operators obtain their licenses. In order to remain in compliance with the FDEP regulations, it was necessary to reach out to a temporary service vendor to provide licensed certified operators. Human Resources contacted waterTALENT, LLC., a business that provides specialty technical staffing services, to fulfill City staffing requirements. It is projected that this will be needed until the end of the fiscal year.		
Financial Impact:	It is projected the total cost for the fiscal year will be approximately \$50,000. Funding is available in Fund 401 - Water/Wastewater Operating Fund.		

Citizen Impact:	Hiring these temporary employees is necessary in order to continue to provide the highest quality reclaimed water and environmental protection for our citizens and the environment.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the WRF temporary certified staffing.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. waterTALENT Agreement with COB January 2024 2. RFP 2025-30 TEMPORARY STAFFING FOR UTILITY DIVISION with 787.06	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/21/2025 1/28/2025 1/28/2025

waterTALENT
Professional Services Agreement

This Professional Services Agreement ("Agreement") is entered into on 22nd day of January, 2024 (the "Effective Date"), by and between waterTALENT, LLC, a California limited liability company ("waterTALENT"), with offices at 10877 Wilshire Blvd, Suite 708, Los Angeles, CA 90024 and the City of Ormond Beach [general law municipality/public agency/corporation/limited liability company] ("Client"), with offices at 22 S. Beach St, Ormond Beach, FL 32174

RECITALS

WHEREAS, waterTALENT is in the business of providing specialty technical staffing services to accommodate utilities and industries with temporary and temporary-to-hire operators who are experienced in waste water treatment, water treatment, and water distribution.

WHEREAS, Client desires to retain waterTALENT to utilize the specialty technical staffing services provided by waterTALENT and Temporary Employees, as defined below.

NOW, THEREFORE, in consideration of the parties' mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES

- 1.1. waterTALENT agrees to provide Client with specialty technical staffing services as may be assigned from time to time, in writing by the Client. Personnel provided by waterTALENT shall be referenced in this Agreement in the singular as "Temporary Employee" or in the plural as "Temporary Employees." Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but not be limited to, a description of the nature and scope of services to be performed by waterTALENT Temporary Employee, the services fee schedule, the location of Premises where services will be performed, the name and title of direct supervisor provided by Client responsible for supervising the waterTALENT Temporary Employee, and the expected duration of the services.
- 1.2. Unless otherwise agreed, all services performed by a Temporary Employee shall be performed at Client's business Premises, as set forth in a future Task Order. Client will not change the scope of services in the Task Order without prior written approval of waterTALENT. Client will not reassign or relocate a Temporary Employee without prior approval of waterTALENT. Client agrees to assume all liability for any third party claim arising after any reassignment, change in Task Order or relocation of any Temporary Employee without waterTALENT's prior written approval.

2. COMPENSATION

- 2.1. In consideration for the services to be performed by waterTALENT, Client agrees to pay waterTALENT as provided for in each Task Order. Each Task Order shall specify a Fee Schedule for the hourly rate of waterTALENT services performed by Temporary Employee, which is set forth on an exhibit to be attached to each Task Order issued to Client. The hourly rate shall be based upon, but be not limited to, the nature of work to be performed, the risk level of such work, the technical skill level required of Temporary Employee, the level of responsibility of such work, and the duration of the Task Order.

- 2.2. waterTALENT shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by Client in writing.

3. TERM AND TERMINATION

- 3.1. This Agreement shall commence as of the date set forth above, and shall continue in full force and effect for two (2) years following the Effective Date (the "Initial Term") unless earlier terminated as provided herein.
- 3.2. Either party may terminate this Agreement at any time for any reason or no reason, by giving thirty (30) days' notice in writing to the other party.
- 3.3. In the event that this Agreement is terminated prior to conclusion of the Initial Term, all fees, costs and reimbursements owed, due, accrued, or earned as provided in this Agreement remain owed, due, accrued, or earned and shall be paid within ten days after termination. Further, any and all provisions in the Agreement regarding Proprietary Software, Non-Solicitation, Confidentiality, Work Product and Indemnification shall continue in full force and effect through the period of the Initial Term.
- 3.4. In the event of a declared Federal or State emergency, where the waterTALENT Temporary Employee on assignment with Client is determined to possess skills critical to the response to said disaster response, either natural or manmade, waterTALENT reserves the right to remove Temporary Employee from Client site to redeploy to the emergency scenario.

4. PREQUALIFICATION OF TEMPORARY EMPLOYEES

- 4.1. waterTALENT shall complete the following verifications for all Temporary Employees: I-9 verification; Confirmation of specified professional certifications; Confirmation of professional references
- 4.2. waterTALENT may also complete any other screening as it deems necessary to determine the qualifications and suitability of the Temporary Employees. Professional reference checks for Temporary Employees shall be based solely upon application information provided by the Temporary Employees. waterTALENT shall be entitled to rely upon any and all information received from Temporary Employees and their references with respect to such Temporary Employees.
- 4.3. waterTALENT shall arrange for third party verifications which will include a criminal background check from all counties, states and federal territories where the applicant has lived in the past 7 years. These third party verifications also search all names the applicant has identified to waterTALENT as having been used in the past. waterTALENT will also request and review a driving record in the states where the applicant has indicated a license has been issued for the 7 years prior to application. Each potential Temporary Employee must submit to a full 10 panel drug test which includes Amphetamines, Cocaine, Marijuana, Opiate, Phencyclidine PCP, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, and Methaqualone. waterTALENT may revise its verification and testing procedures as it determines appropriate.
- 4.4. Except as specifically provided herein or mutually agreed upon between Client and waterTALENT, waterTALENT shall not provide or conduct any other background, reference or qualification checks or testing.

5. COMPENSATION OF TEMPORARY EMPLOYEES

- 5.1. waterTALENT shall be responsible for the compensation of its Temporary Employees, including payment of wages, applicable federal, state and local taxes, and the payment of any required insurance (FUTA, SDI, Unemployment Insurance). waterTALENT shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance, which is imposed upon waterTALENT and required as a consequence of waterTALENT's employment of Temporary Employees under this Agreement. waterTALENT agrees to hold Client harmless from all applicable federal, state and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon waterTALENT for wages paid by waterTALENT to Temporary Employees.

6. SUPERVISION OF TEMPORARY EMPLOYEES

- 6.1. Client agrees to provide the same level of supervision and training provided to full-time City of Ormond Beach employees, as the Temporary Employees at all such times that the Temporary Employees are at Client's business Premises. Client further agrees that Temporary Employees shall not be permitted, without express advance written approval by an officer of waterTALENT, while on Client's business Premises or providing services to Client, to (a) engage in travel or otherwise operate a motor vehicle or any motorized equipment on behalf of Client, (b) handle cash or negotiable instruments, (c) be permitted unsupervised or uncontrolled access to confidential or proprietary information, (d) be permitted unsupervised access to or control of the Client's Premises, (e) remove any property of Client from Client's business Premises, (f) consume any alcohol, or (g) consume drugs, unless advance written authorization is provided by a physician, while the Temporary Employees are on assignment to Client.
- 6.2. In the event written approval is granted by waterTALENT for item (a) the operation of a Client motor vehicle or motorized equipment in support of the execution of the scope of services, Client shall provide copies of current motor vehicle or motorized equipment maintenance logs, registration, and proof of insurance for any motor vehicle or motorized equipment that Temporary Employee is charged with operating in the execution of the scope of the services. Client shall provide written authority to Temporary Employee certifying that Temporary Employee is authorized by Client to operate any motor vehicle or motorized equipment for the duration of the assignment.
- 6.3. Client shall not pay Temporary Employees other than through its payments to waterTALENT under this Agreement, or advance any funds to them.

7. WORK ENVIRONMENT FOR TEMPORARY EMPLOYEES; EQUAL OPPORTUNITY

- 7.1. Client agrees to comply with all applicable laws and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace, notices and training required by the Hazardous Communications Standard established by the Occupational Safety and Health Administration ("OSHA"), Florida Civil Rights Act, Title XXXI, and any other law applicable to employees. Client agrees that it shall have in place at all times during the term of this Agreement an ongoing safety program in compliance with all applicable state and federal laws.
- 7.2. Client is solely responsible for claims, damages or penalties arising out of its violations of the Occupational Safety and Health Act of 1970, or any similar state law and any and all regulations, rules or orders adopted thereunder with respect to workplaces owned, leased or supervised by Client, and/or to which waterTALENT employees are assigned.
- 7.3. In the event of an accident, medical treatment, serious illness or injury, or death involving a

waterTALENT employee assigned to Client, Client shall notify waterTALENT immediately. For any serious injury, illness or death, of a waterTALENT employee occurring in a place of employment or in connection with a Temporary Employee, Client shall report immediately, by telephone or fax, to the nearest OSHA office and shall make the report on behalf of both waterTALENT and Client. Client shall provide to OSHA all information required by applicable law, as well as waterTALENT's name, address, phone number and contact person, and the waterTALENT employee's name. Client shall notify waterTALENT concurrently with or, if that is not possible, immediately after the report has been made.

- 7.4. waterTALENT is an equal opportunity employer and actively supports federal, state and local laws prohibiting discrimination in employment practices because of race, color, religion, sex, age, handicap, marital status, Vietnam Era and/or special disabled veteran status, national origin, sexual orientation, or any other classification protected by law, and waterTALENT further complies with any and all other federal, state and local employment laws and regulations (including those pertaining to family and medical leave and other fair employment practices), including but not limited to the Equal Opportunity Clause in 41 C.F.R. Section 60-1.4 (all of the foregoing being collectively referred to as the "Employment Obligations"). Client hereby agrees to comply with all of the Employment Obligations.

8. TERMINATION OF TEMPORARY EMPLOYEE JOB ASSIGNMENT OR REASSIGNMENT OF TEMPORARY EMPLOYEE BY WATERTALENT

- 8.1. Client acknowledges that waterTALENT has the sole and exclusive right to terminate the assignment of any Temporary Employee, or to reassign any Temporary Employee to other positions including positions with other clients of waterTALENT. Client may notify waterTALENT at any time of Client's request that any Temporary Employee with whom Client is not satisfied be removed from a particular assignment or from performing services at Client altogether.

9. WATERTALENT AS INDEPENDENT CONTRACTOR

- 9.1. waterTALENT shall be considered for all purposes to be an independent contractor of Client and nothing in this Agreement shall be construed to create a partnership, employment relationship, joint venture or enterprise between waterTALENT, and Temporary Employees, and Client.

10. PROPRIETARY SOFTWARE

- 10.1. To satisfy Client's Temporary Employee requirements, data and invoices may be generated using waterTALENT's proprietary or licensed software to which Client and Temporary Employees may have access. Client agrees that waterTALENT software, including its data formats and any other related information pertaining to the software and its functions, shall remain the exclusive property of waterTALENT or licensor, and shall not be duplicated, copied or disclosed, or utilized for any other purpose.

11. PRICING, INVOICING AND PAYMENT

- 11.1. waterTALENT shall invoice Client weekly following the Client approval of Temporary Employee's approved hours and charges of work completed and agreed upon other direct charges. Client agrees to pay such invoices net thirty (30) days of receipt of invoice. Any invoice that is not paid in full within thirty (30) days after the invoice due date will bear default interest of the lesser of one and one-half percent (1.5%) per month or the highest amount allowed by law. Client shall pay any such default charges and any costs incurred by waterTALENT in collecting its fees and costs.

11.2. Rates and fees under this Agreement may be increased upon written notice to include any increase or addition of any government imposed taxes, fees or costs, including costs incurred in complying with applicable laws, rules and regulations, imposed after the Effective Date.

11.3. In addition to the payment provisions set forth in the applicable Task Order, waterTALENT shall be entitled to reimbursement from Client for Other Direct Costs (ODC's) which may include meal per diems, housing, personal car mileage or car rental, airfare, etc by Temporary Employees whose residence is more than forty (40) miles from Client Business Premises. Since ODC's are determined and calculated on a per-assignment and per Temporary Employee basis, such ODC's shall be labeled in each individual Task Order under "Included Services" and will be factored into the standard hourly bill rate.

11.4. Client's payment method (Please check a box).

Check

ACH Wires

12. COMPLIANCE WITH LAW

12.1. Client agrees to comply with all applicable local, state and federal laws, rules, regulations and orders. Without limiting the foregoing, Client will comply with all applicable laws, federal and state, pertaining to labor and employment, including but not limited to Title VII of the 1964 Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Immigration Reform and Control Act, and all laws governing acts of sexual harassment or discrimination in the workplace. waterTALENT shall incur no liability with regard to any alleged violation of laws by Client.

13. UNAUTHORIZED CONVERSION OF TEMPORARY EMPLOYEE BY CLIENT; NON-SOLICITATION

13.1. Client understands that Temporary Employees are assigned to Client to render temporary services, and absent agreement to the contrary, are not assigned to become employees of Client. Client acknowledges that considerable expense is incurred by waterTALENT to advertise, recruit, evaluate, train, screen, and provide appropriate quality controls relative to Temporary Employees.

13.2. Accordingly, Client will not, without the prior written consent of waterTALENT, which may be granted or withheld in waterTALENT's sole discretion, solicit a Temporary Employee for employment other than through waterTALENT, interfere with the employment relationship between waterTALENT and Temporary Employees, or directly or indirectly cause a Temporary Employee to transfer to another temporary staffing service.

13.3. If Client, either directly or indirectly, including through any company or entity within Client's control or a company affiliated with Client, hires a Temporary Employee of waterTALENT as an employee, consultant, independent contractor of Client, or utilizes the Temporary Employee's services through another temporary or outsourcing service during such Temporary Employee's employment by waterTALENT or an affiliate of waterTALENT, or within twelve (12) months after conclusion of this person's temporary assignment by waterTALENT at Client, Client agrees to pay waterTALENT a direct hire/conversion fee stipulated by the parties to be set forth in a Fee Schedule to be amended to this agreement or, in the case of a direct placement or temp-to-hire conversion, a fee equal to twenty-five percent (25%) of the employee's annualized wage or salary offered to

Temporary Employee by Client. If the offer to Temporary Employee is not considered full-time, the conversion fee shall be calculated by the average amount of hours worked on a weekly basis then annualized on a schedule for a 12-month/52-week period.

14. INSURANCE

14.1. ~~water~~TALENT shall provide all pertinent and necessary insurance at its own cost and expense, which shall include:

14.1.1. Workers' Compensation insurance as prescribed by the law of the state(s) in which the work is performed;

14.1.2. Professional Liability insurance with limits of at least \$5,000,000 Per Occurrence / \$5,000,000 Aggregate; and

14.1.3. Contractor's Pollution Liability insurance with limits of \$5,000,000 Per Occurrence / \$5,000,000 Aggregate; and

14.1.4. Commercial General Liability insurance with limits of at least \$5,000,000 Per Occurrence / \$5,000,000 Aggregate; and

14.1.5. Commercial Auto Liability insurance for hired and non-owned Autos of \$1,000,000 Per Accident; and

14.1.6. Commercial Umbrella Liability/Excess Liability of \$1,000,000 Per Occurrence / \$1,000,000 Aggregate (Professional, Pollution, General, & Auto Liability).

14.2. The above Insurance coverages are considered unencumbered. This entails each set of limitations as set forth above shall apply to each individual Temporary Employee's deployment and shall not be combined or shared with another Temporary Employee's deployment.

15. CONFIDENTIALITY

15.1. During the performance of this Agreement, it may be necessary for the parties to provide confidential or proprietary information to one another. The parties agree that such information will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party, or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. No information shall be subject to protection of this section if such information is:

15.1.1. or becomes publicly available other than through a breach of this Agreement by the party seeking to disclose the information;

15.1.2. proven to be already known to or rightfully in the possession of a party or its personnel at the time of disclosure;

15.1.3. or becomes known or developed by the receiving party independently of the confidential and/or proprietary information of the other party; or

15.1.4. released in response to a subpoena, court order or other legal process, provided that the party

receiving the subpoena or subject to court order or other legal process shall notify the other party and provide such party with an opportunity to seek a protective order preventing disclosure of such information, and in any event, the party subject to such subpoena, court order or other legal process shall disclose only such information as is necessary to comply therewith.

15.1.5 Is legally required to be disclosed under Florida Public Records Law.

15.2. Neither party shall be liable, however, for inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party upon the request of the disclosing party will return all writings or documents that contain information subject to the protections of this subsection.

16. WORK PRODUCT

16.1. waterTALENT agrees that all inventions, innovations or improvements, including copyright in any product, software, reports, surveys, marketing, promotional and collateral material prepared by the Temporary Employee assigned to the Client pursuant to the terms of this Agreement shall be the exclusive property of the Client. waterTALENT acknowledges and agrees that the work product shall be considered a work made for hire within the meaning of the patent and copyright laws of the United States and that Client is entitled, as author thereof, to the copyright and all rights therein, including, but not limited to the right to make such changes therein and such uses thereof, as it may determine in its sole and absolute discretion; provided, that under no circumstances shall a Temporary Employee be considered an employee of Client.

17. PERSONAL INFORMATION

17.1. This Agreement is made on the basis that each party is entitled to assume that the other has complied and will continue to comply with its obligations arising from data protection and privacy laws in force from time to time to the extent applicable to this Agreement and the scope of services detailed in the Task Order. The parties acknowledge that any use or processing by waterTALENT of Personal Information, which is defined as "any information relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996" shall be done solely on behalf of Client and for Client's purposes and waterTALENT shall deal with such Personal Information only in accordance with such reasonable instructions as Client may from time to time provide or as reasonably necessary for the purpose of providing the services contemplated hereby. waterTALENT shall take such technical and organizational measures as it has determined appropriate to guard against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information in accordance with applicable law.

18. INDEMNIFICATION

18.1. waterTALENT shall defend, indemnify and hold harmless Client and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "Client Parties") from and against any and all liabilities, losses, claims, injuries, suits, judgments, expenses, fines, interest or penalties (collectively, "Losses") to the extent caused by waterTALENT's failure to comply with the terms of this Agreement or negligence or

willful misconduct of waterTALENT, for Losses arising from the usual and customary business of waterTALENT to an amount no greater than \$5 million.

- 18.2. To the maximum extent permitted by applicable law, no member of Client Parties or waterTALENT Parties shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages, unless such party has engaged in willful misconduct or the damages arise from a third party claim for which a party is entitled to indemnification in this Agreement.

19. AUDIT RIGHTS

- 19.1. Client shall have the right to audit timekeeping and billing records maintained by waterTALENT for services provided to Client, upon reasonable notice to waterTALENT. Such audit shall be performed at the corporate headquarters of waterTALENT located in Los Angeles, California.

20. OTHER TERMS

- 20.1. This Agreement, its interpretation and all work performed under this Agreement, shall be governed by the laws of the State of Florida. The venue for any cause of action relating to this Agreement shall be in Volusia County, Florida
- 20.2. waterTALENT reserves the right to enter into one or more contracts with one or more third party providers to provide Temporary Employees at any time.
- 20.3. This Agreement may not be assigned by either party without the express written consent of the other party
- 20.4. Neither party will be responsible for any failure or delay in performing any of its obligations under this Agreement or any Task Order due to causes beyond its reasonable control, and such obligations will be suspended for the period during which a fire, flood, war, natural disaster, earthquake, other acts of God, riots, new laws which prevent the carrying out of the Services, or the results of terrorist activity prevent the affected party from performing its obligations under this Agreement or any Task Order. A party affected by a force majeure event shall promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.
- 20.5. Neither this Agreement nor any Task Order is intended to confer any rights or benefit on any third party.
- 20.6. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to so execute this Agreement, and this Agreement, when executed and delivered by such party, shall constitute the valid and binding agreement of such party, enforceable in accordance with its terms. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.
- 20.7. This Agreement is subject to amendment only by the written agreement of all of the parties hereto. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions incorporated in earlier documents, the most recent provisions shall be controlling.

- 20.8. Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. An electronic copy of this entire Agreement, including the signature page(s), shall be deemed an original.
- 20.9. This agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. It contains all of the covenants, conditions and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the parties to the Agreement.
- 20.10. The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 20.11. A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given, unless given in writing and in compliance with the "Notices" paragraph herein below recited.
- 20.12. In the event that any party herein commences any legal or equitable action or other proceeding, including without limitation, arbitration, an action for declaratory relief or any other form of relief, or to enforce, interpret, reform, rescind, or in any other manner affect the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees which may be set by the arbitrator or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.
- 20.13. All representations and warranties made herein shall survive the execution of this Agreement.
- 20.14. All notices under this Agreement shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized overnight courier service, and addressed to the party to be notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with Federal Express or other recognized overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing:
- 20.15. Client expressly retains all rights, benefit and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

21. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

21.1. Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

21.1.1. Keep and maintain public records required by the CITY to perform the contracted service.

21.1.2. Upon request from the City Clerk, 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.

21.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY.

21.1.4. Upon completion of the contract, transfer at no cost, to the CITY all public records in 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 of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CITY.

21.1.5. Failure of the contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the CONSULTANT to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32174 (386) 676-3331

CITYCLERK@ORMONDBEACH.ORG

For waterTALENT:		For Client:	
Name:	Tyler Reifert	Name:	Quinn Wichlei
Title:	President	Title:	HR Generalist
Address:	10877 Wilshire Blvd., Suite 708 Los Angeles, CA 90024	Address:	City of Ormond Beach 22 S. Beach St. Ormond Beach, FL 32174
Email:	treifert@watertalent.net	Email:	quinn.wichlei@ormondbeach.org
Phone:	(424) 832-7217	Phone:	386-676-3324
Fax:	(424) 832-7018	Fax:	386-676-3229

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

waterTALENT, LLC

For waterTALENT:

Tyler Reifert
Printed Name

President
Title

Signature

Date

Client

For Client:

Joyce Shanahan
12/2/2024
Joyce Shanahan
Printed Name

City Manager
Title

Signature

Date



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **TEMPORARY STAFFING FOR UTILITY DIVISION**

RFP NUMBER: **2025-30**

RFP OPENING DATE & TIME: March 12, 2025, 3:00 PM

RFP OPENING LOCATION: Training Room, Breezeway, City Hall

PRE-PROPOSAL MEETING DATE & TIME: NA

PRE-SUBMITTAL MEETING:

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Submittal", please state reason (s) _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed

description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, 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 exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in 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 of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective is to obtain temporary staffing personnel qualified to accommodate gaps in the Utility Divisions. The City of Ormond Beach is currently seeking Water Reclamation Treatment Plant Operators C, B, and A positions at the Water Reclamation Facility. The City of Ormond Beach is seeking to temporary fill these positions and a multitude of various positions throughout the Utility departments.

II. SCOPE OF SERVICES

Provide the necessary qualified temporary staff as requested by the City of Ormond Beach, within 7 calendar days, to minimize any downtime to crucial services, daily operations, and skilled labor positions. Ability to provide temporary staffing to accommodate all positions within a 24hour shift, including weekends and holidays. Any interested firms must hold the necessary insurance policies, perform a level 1 background check, perform drug testing, hold worker's compensation, and administration of all phases of payroll services for all its qualified candidates.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

All interested Firms must submit a statement of qualifications that meet the following requirements:

- I. QUALIFIED CANDIDATES – Temporary staff to accommodate Utility positions, including Plant Operators, within a 24-hour shift, weekends, and holidays.
- II. PROJECT MANAGERS - Project Managers will be required to provide qualified staffing in a timely manner to avoid down time. Provide support services and management throughout the entire staffing process.
- III. LICENSE'S & INSURANCES - Firm must possess the required licenses and insurance policy's related to providing temporary staffing services.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

- The firm should provide general information regarding their history, headquarter location, qualifications, and licenses that are relevant to this contract.
- Service provider shall have certified project managers and an extensive resume database of qualified candidates.

B. Experience:

- Firm must submit references for five (5) similar contracts. Firm should submit contact name, address, phone, details on scope of project and deliverables.
- Firm shall provide documented experience of providing qualified skilled labor and support services.
- Firm is required to submit a sample set of deliverables with their Proposal. Sample deliverables should include a full deliverables package for a similar contract in size and

scope. City of Ormond Beach will review these for quality and overall usefulness of deliverable reports and databases.

C. Investment Strategy:

- Firm shall demonstrate their recruiting capabilities.
- Firm shall demonstrate their QA & QC management standards.

D. Cost:

- Firms shall provide a price breakdown on all positions related to the Utility Divisions, which include all plant operations and distribution/collection operations.
- Price breakdown must represent an hourly rate, starting time when on-site, for each staff member.
- Firms project manager will manage the monthly invoicing for services rendered

E. Firm Location:

- Firm shall identify their headquarter location and any satellite branches in relation to City of Ormond Beach.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than DATE AND TIME.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of at least three Utility Supervisors. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Background of Firm (20 points)
 Experiences (20 points)
 Investment Strategy (20 points)
 Cost (20 points)
 Firm Location (20 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

TEMPORARY STAFFING FOR UTILITY DIVISION
RFP 2025-30

Name of Firm: _____

Reviewer: _____

Date: _____

	<u>Score</u>
Background of Firm (20 pts Max)	_____
Experiences (20 pts Max)	_____
Investment Strategy (20 pts Max)	_____
Cost (20 pts Max)	_____
Firm Location (20 pts Max): Within 30 miles of Ormond Beach City Hall – 20 Pts. Within 70 miles of Ormond Beach City Hall – 14Pts. Greater than 70 miles from Ormond Beach City Hall – 6 Pts.	_____
Total	_____

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

- 1.** Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
- 2. (a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

- 10.** The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

- 1. Hold Harmless and Indemnity**

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

- 2. Payment on Behalf of City**

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

- 3. Loss Control/Safety**

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

- 4. Service Bond**

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period

of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

- \$100,000 Each Accident Bodily Injury by Accident
 - \$100,000 Each Employee Bodily Injury by Disease
 - \$500,000 Policy Limit Bodily Injury by Disease

- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under

the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased

on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	---

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be

canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals
TEMPORARY STAFFING FOR UTILITY DIVISION
RFP No. 2025-30**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

**City of Ormond Beach
Request for Proposals
TEMPORARY STAFFING FOR UTILITY DIVISION
RFP No. 2025-30**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
TEMPORARY STAFFING FOR UTILITY DIVISION
RFP No. 2025-30
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR “TIE” SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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) calendar days after such conviction.
- 5) Impose sanctions 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.

Company Name

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH
FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:

(seal)

My commission expires: _____

This document must be completed and returned with your Submittal



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 8.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	RFP - Technical Services for Tyler Enterprise Permitting and Licensing (EPL) Energov		
Summary:	This provides notice of the City's intent to advertise a request for proposals for technical services for Tyler Enterprise Permitting and Licensing (EPL) Energov. The Tyler EPL Energov system provides permitting (building, engineering, and planning), site plan review, and code enforcement modules that allows development review and code enforcement processing. The City performed a conversion to Tyler EPL on October 30, 2023. This request seeks custom documents, reports, and system automation services to continue the implementation of the system.		
Financial Impact:	There is \$60,000 within the implementation budget for the Tyler EPL software budgeted for these services.		
Citizen Impact:	The ability to produce reports and custom documents from Tyler EPL provides staff, other governmental agencies, and residents the ability to view the permitting process. Automations with Tyler EPL Energov system assists with the permitting process.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to publicly advertise the request for proposal for Tyler EPL Energov technical services, unless otherwise directed.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Attachments:	1. 01.21.2025 Tyler EPL Technical Services-RFP
Approval:	Kelly McGuire, Finance Director 1/22/2025 Claire Whitley/Shawn Finley, Assistant City Manager 1/27/2025 Joyce Shanahan, City Manager 1/28/2025



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Technical Services for Tyler Enterprise Permitting and Licensing (EPL) Energov**

RFP NUMBER: **2025-25**

RFP OPENING DATE & TIME: **March 11, 2025 at 3:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **February 25, 2025 at 10:00 am**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Submittal", please state reason (s) _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other

forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality,

or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, 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 exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in 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 of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach, Florida, is seeking proposals from qualified consultants, consultant teams and/or firms specializing in technical services related to Tyler Enterprise Permitting and Licensing Energov. Ormond Beach went live on October 30, 2023 with the Tyler Enterprise Permitting and Licensing Energov system. City staff are seeking additional assistance with report writing, automations, and technical expertise on specific issues.

II. SCOPE OF SERVICES

Ormond Beach is seeking the following services:

1. **Kickoff meeting**. Kickoff meeting with selected firm and city staff to define the scope of work to include the items listed in items 2-5 below.
2. **Custom report writing and modification**. Examples of desired reports includes (1) a summary of permits in review, dates submitted, and reviewers with outstanding reviews and (2) summary of permit fees by fee type.
3. **Automations**. Review of existing automations and implementation of improvements to workflow functionality. Staff is seeking to send automatic notification to permit contacts with any failed submittal. Staff is also seeking to have the permit status change automatically as permit actions occur.
4. **Advanced Search**. Review of existing City of Ormond Beach advance searches, training on advance searches, and creation of advance searches.
5. **Technical expertise on specific issues**. Provision of technical expertise on specific issues as identified by city staff in a kick-off meeting.

III. TERM OF AGREEMENT

The contract will be for the duration of this project.

IV. MINIMUM QUALIFICATIONS

Any firm or individual with proven professional experience with Tyler Enterprise Permitting and Licensing Energov services, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

<u>Section 1</u>	
Introduction	1. One (1) original letter of interest

<u>Section 2</u>	
Company Background	1. Describe past experience working on Tyler Enterprise Permitting and Licensing Energov for other jurisdictions.

<u>Section 3</u>	
Key Personnel Introduction	1. Detailed resumes of key person(s) to be assigned to the project, including but not limited to:
	a. Name and title
	b. Job assignments for other projects
	c. Percentage of time to be assigned to this project
	d. Current and projected workload of key individuals
	e. How many years with this firm
	f. How many years with other firms
	g. Experience (type of projects, size of projects, specific project involvement)
	h. Education and active registration(s)
	i. Other experience/qualifications that are relevant to this project.

<u>Section 4</u>	
Past Performance Experience	1. The proposer should have proven professional experience in working within the Tyler Enterprise Permitting and Licensing Energov system for local governments. Please provide how key personnel has experience in Building, Code Enforcement, Licensing, and Planning processes.
	2. Provide three (3) examples of reports written by the company.
	3. Provide three (3) projects demonstrating past performance experience related to Tyler Enterprise Permitting and Licensing Energov services. Please provide the following details:
	a. Name and location of the Tyler Enterprise Permitting and Licensing Energov service, the year of commencement and of completion, and the name, e-mail address, and telephone number for the client's contract manager.
	b. The names of the firm's staff who were directly responsible for the Tyler Enterprise Permitting and Licensing Energov technical support, including those working directly with the local government representatives.

	c. The names and telephone numbers of the persons representing the individual agencies which the identified key staff worked to provide Tyler Enterprise Permitting and Licensing Energov services.
	d. The name and telephone number of the contracting agency and local government official responsible to provide Tyler Enterprise Permitting and Licensing Energov services.

<u>Section 5</u>	
References	1. List five (5) government (cities and counties) references that can comment on your firm's ability to complete Tyler Enterprise Permitting and Licensing Energov services. The references shall be contacted as part of the committee's decision-making process. Include
	a. Name and address
	b. Telephone number
	c. E-mail address

<u>Section 6</u>	
Methodology and Technical Approach	1. Specify the firms approach to completing the tasks specified in the proposed RFP.
	2. Include an implementation schedule with a final delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
	3. Current and projected workload of the company
	4. Fee Proposal - The Consultant shall provide the City with a detailed fee proposal that provides a per hour description of report writing, automations, and technical support.

<u>Section 7</u>	
Pricing	1. Per hour cost for report writing and custom documents.
	2. Per hour cost for automation implementation.
	3. Per hour cost for advanced search assistance.
	4. Per hour cost for consulting and technical assistance.
	5. Any other costs that may be applicable.

<u>Section 8</u>	
Required Forms	1. Conflict, Non-Conflict of Interest Statement and Litigation Statement
	2. Drug Free Workplace Certificate
	3. Addendum Acknowledgement, if applicable

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 3:00 p.m., March 11, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the members of the Planning and Building Department. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications of Firm (30 points)

Similar projects (25 points)

References (25 points)

Fee Proposal (20 points)

Responsive proposals will be ranked in each of the criteria

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

- 1.** Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
- 2.**
 - (a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b)** With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise

determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be

provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers'

compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an

endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	---

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days'

prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Technical Services for Tyler Enterprise
Permitting and Licensing (EPL) Energov
RFP No. 2025-25**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Technical Services for Tyler Enterprise
Permitting and Licensing (EPL) Energov
RFP No. 2025-25**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
Technical Services for Tyler Enterprise
Permitting and Licensing (EPL) Energov
RFP No. 2025-25
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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) calendar days after such conviction.
- 5) Impose sanctions 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.

Company Name

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

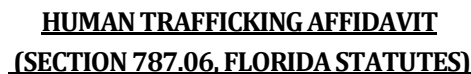
Notary Public, State of Florida at Large:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal



The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

- Further Affiant sayeth not.

SUBSCRIBED AND SWORN before me by means of [] physical presence or [] online notarization on the _____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

Notary Public, State of _____
Printed name, commission and expiration of commission term

Page 525 of 743



City of Ormond Beach

AGENDA ITEM

February 4, 2025 - City Commission

Number: 9.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-08
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Landscaping Update, Land Development Code Amendment (SECOND READING)		
Summary:	This is a request to consider an administrative application to update the landscape standards in the Land Development Code (LDC). The proposed changes are outlined in the attached Ordinance. The specific LDC sections proposed to be amended include the following: (1) Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals, (2) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, (3) Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, subsection (h) Recreational facilities, (4) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts, (5) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03.-Tree removal process, (6) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04.-Tree protection and replacement, (7) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05.-Landscape and irrigation plan requirements, (8) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06.-Buffer area requirements, (9) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07.-Reserved, proposed to be amended to Existing Developments Landscaping, (10) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08.-Maintenance of plantings and irrigation systems/enforcement, (11) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09.-Land clearing to be deleted and Tree Abuse section created, (12) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10.-Grading and Filling to be deleted and Land Alteration Permits section created,		

	(13) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11.-Mining and excavation to be deleted, (14) Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02.- Site plan approval required; thresholds, and (15) Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07.-Restriction on release of permits. Review Timeline: • June 4, 2024 - City Commission discussed and provided direction on the percentage of native plants to include within the LDC. The Landscape Article of the LDC has not seen amendments or updates since the 2004 LDC re-write. • City staff reviewed the LDC for updates. • Sept 10 & Oct 24, 2024 - City staff conducted 2 citizens meetings to discuss potential LDC updates. The meetings provided interested individuals and design professional opportunities for discussions, suggestions and edits. • Nov 14, 2024 - Planning Board reviewed and discussed • Dec 5, 2024 - Quality of Life Board reviewed and discussed • Dec 12, 2024 - Planning Board reviewed the LDC amendments and recommended approval by a 6-0 vote.	
Financial Impact:	None	
Citizen Impact:	The purpose of the LDC amendments is to implement City Commission direction and to update the landscaping related sections.	
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended APPROVAL of the Land Development Code amendments within the attached Ordinance to update the City's landscaping standards.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-08 Landscape Updates (P24-0247G)(CSC) 2. 12.12.2024, LDC Amendment - Landscape Updates, PB Report 3. Draft Planning Board minutes, Landscape Update, LDC Amendment 4. Ordinance BIE, LDC Amendment, Landscape Update	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/22/2025 1/22/2025 1/23/2025

ORDINANCE NO. 2025-08

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-19, APPEALS; AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-35, PRD, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT, SUBSECTION (H) RECREATIONAL FACILITIES; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-03, TREE REMOVAL PROCESS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-04, TREE PROTECTION AND REPLACEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-05, LANDSCAPE AND IRRIGATION PLAN REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-06, BUFFER AREA REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-07, RESERVED, TO CREATE SECTION 3-07, EXISTING DEVELOPMENTS LANDSCAPING; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-08, MAINTENANCE OF PLANTINGS AND IRRIGATION SYSTEMS/ENFORCEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-09, LAND CLEARING, AND CREATING SECTION 3-09, TREE ABUSE; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-10, GRADING AND FILLING, AND CREATING SECTION 3-10, LAND ALTERATION PERMITS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-11, MINING AND EXCAVATION; AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-02, SITE PLAN APPROVAL REQUIRED; THRESHOLDS, AND AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-07,

RESTRICTION ON RELEASE OF PERMITS OF THE CITY OF
ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE
LANDSCAPING STANDARDS; REPEALING ALL
INCONSISTENT ORDINANCES OR PARTS THEREOF;
PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN
EFFECTIVE DATE.

WHEREAS, this is an administrative request to update the landscape standards in the City of Ormond Beach *Land Development Code*, including amendments to Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-19, Appeals; Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, Subsection (h) Recreational facilities; Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03, Tree removal process; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04, Tree protection and replacement; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05, Landscape and irrigation plan requirements; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06, Buffer area requirements; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07, Reserved (proposed to be amended to create a new section titled: “Existing Developments Landscaping”); Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08, Maintenance of plantings and irrigation systems/enforcement; Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09, Land clearing (proposed to be repealed and amended to create a new section titled: “Tree Abuse”); Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10, Grading and Filling (proposed to repealed and amended to create a new section titled: “Land Alteration Permits”); Chapter 3, Performance Standards, Article I, Landscaping,

Section 3-11, Mining and excavation (proposed to be repealed); Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02, Site plan approval required; thresholds; and Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07, Restriction on release of permits, of the City of Ormond Beach *Land Development Code*, and

WHEREAS, the City Commission conducted a discussion item on June 4, 2024 and provided direction on updates to the landscaping standards of the *Land Development Code*, and

WHEREAS, informational and discussion item meetings have been conducted on September 10, 2024; October 24, 2024; November 14, 2024 (Planning Board), and December 5, 2024 (Quality of Life Advisory Board), and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on December 12, 2024, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the Comprehensive Plan of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-19, Appeals, of Article II, Administration and Enforcement, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

(a) *(No change to existing text)*

(b) *Procedures for appeal.*

(1) *Appeal of interpretations and decisions of the planning director.* Any interpretation and determination of the planning director of this Land Development Code shall be appealed to the city commission.

(2) *Appeal of interpretations and decisions of the chief building official.* Any interpretation and determination of the chief building official of the state building code shall be appealed to the Board of Adjustments and Appeals.

(3) *Appeal of interpretations and decisions of the landscape architect.* Any interpretation and determination of the landscape architect of this Land Development Code shall be appealed to the city commission.

~~(3)~~ (4) *Appeal of actions by planning boards.* Except as provided in subsection (c)(3) of this section, appeals to Land Development Code decisions by the planning board shall be made to the city commission.

~~(4)~~ (5) *Appeal of actions by the Board of Adjustment and Appeals.* Any person aggrieved by a decision of the Board of Adjustment and Appeals relative to buildings and construction, including, but not limited to, this Land Development Code, the state building code and the Florida Fire Prevention Code shall be by petition for a writ of certiorari to the circuit court within thirty (30) days after rendition of the decision by the board.

~~(5)~~ (6) *Appeal of actions by the city commission.* Except as otherwise required by law, any person or persons, jointly or severally, aggrieved by any decision of the city commission on any matter arising under this Land Development Code, may apply to the circuit court having jurisdiction in the county for judicial relief within thirty (30) days after the rendition of the decision by the city commission. The proceedings in circuit court shall be by petition for writ of certiorari, which shall be governed by the state appellate rules.

(c) through (d) *(No change to existing text)*

SECTION TWO. Section 1-22, Definitions of terms and words, of Article III,

Definitions and Acronyms, of Chapter 1, General Administration, of the City of Ormond Beach *Land*

Development Code is hereby amended to read as follows:

Abandon or abandonment of use or structure through Driveway, joint-use (No change to existing text)

Drought-tolerant means a type of landscaping utilizing native or drought-tolerant plants and ground cover which needs minimal irrigation, once established, and maintenance. This is detailed in the Florida-Friendly Landscaping Guide to Plant

Selection & Landscape Design publication, incorporated herein by reference. Other plant materials may also be considered drought tolerant, subject to the determination of the landscape architect. ~~and low water use plant or tree means native plants or trees capable of surviving extended periods with little or no rainfall, as typically experienced in Central Florida.~~

Dry cleaning plants and systems through Evacuation routes (No change to existing text)

Exempt tree/plant materials means any tree, palm or plant materials listed in the Florida Invasive Species Council brochure (floridainvasives.org) and the following trees are exempt from the tree protection requirements of this LDC: Land Development Code.

Common Name	Botanical Name
Australian pine	Casuarina leipconphloia
Brazilian pepper	Schinus terebinthefolius
Camphor	Cinnamomum camphore
Chinaberry	Melia azedarach
Chinese tallow	Sapium sebiferum
Citrus	Citrus species
Earleaf acacia	Acacia auriculiformis
Eucalyptus	Eucalyptus species
Punk tree	Melaleuca quinquenervia
Silk oak	Grevillea robusta
Woman's tongue	Albizia lebbbeck

Existing building and existing structure through Integrated management practice (IMP) (No change to existing text)

Invasive exotic plant means any land or aquatic plant not indigenous to the state, which exhibits, or has the potential to exhibit, uncontrolled growth and invasion or alteration of the natural qualities and functions of any native habitat. Chapter 3, article I of this Land Development Code, landscaping, contains a listing of such plants. Refer to the Florida Invasive Species Council brochure (floridainvasives.org) for a complete listing of such plant materials.

Irrigation through Motor lodge (No change to existing text)

Mulch means nonliving organic and synthetic material customarily used in landscape design to retard erosion, weed infestation, and retain moisture on the surface of soils. Organic mulches include shredded hardwoods and pine bark. ~~shredded bark, bark chips, composted leaves and yard clippings and pure straw.~~

National Flood Insurance Program through National Geodetic Vertical Datum (NGVD) (No change to existing text)

Native plants means a plant species with a geographic distribution indigenous to all or part of the county. ~~these plants, including commonized plants, which are appropriate to the ecological setting, are not exotic invasive plants, are tolerant of the hydrological conditions of the site, and require little maintenance upon maturity.~~

Native tree. ~~See *Tree, native.*~~

Natural area through Owner (No change to existing text)

Palm means ~~a self-supporting woody plant of tropical or subtropical species commonly marked by a simple stem and terminal crown of large leaves.~~ monocot tree which normally attains an overall height of at least twenty feet (20').

Parapet through Protected vegetation. (No change to existing text)

Protective barrier means a temporary barricade, at least four (4') ~~three (3)~~ feet in height, which is ~~formed with a minimum radius of six (6) feet from the base of the trees and/or vegetation to be saved up to a maximum distance that is consistent with installed at the dripline of the trees or vegetation.~~ See city tree barricade detail.

Protective services (No change to existing text)

Prune means the removal of dead, dying, diseased, weak or objectionable branches in a manner consistent with the National Arborist Association ANSI A300 standards.

Public and private utilities through Tree (No change to existing text)

Tree abuse.

(1) The term "tree abuse" means any and all of the following actions:

- a. Improper pruning that reduces the height or spread of a tree that has not attained a height or spread of thirty feet (30'), by altering the dominant stems within the tree crown to such a degree as to remove the natural canopy of the tree. Removal of more than 25 percent of the canopy.
- b. Improper pruning that leaves stubs (includes Crape Myrtles) or results in a flush cut, or splitting of limb ends.
- c. Peeling or stripping of bark; or the removal of bark to the extent that, if a line is drawn at any height around the circumference of the tree, over one-third ($\frac{1}{3}$) of the length of the line falls on portions of the tree where bark no longer remains.
- d. Using climbing spikes, nails or hooks, except for purposes of total tree removal or as specifically permitted by National Arborist Association Standards as the same may be amended from time to time and incorporated herein.
- e. Destroying the natural habit of growth which causes irreparable damage and permanent disfigurement to a tree such that, even with regrowth, the tree will never regain the original characteristics of its tree species, or is a danger to the public or property.

- f. Improper pruning that results in flat-cutting the top or sides of a tree, to sever the leader or leaders or to prune a tree by stubbing off mature wood, except where removal of a branch is necessary to protect public safety.
 - g. Pruning of live palm fronds which initiate above the horizontal plane as shown on a clockface of nine (9) and three (3).
- (2) Exception to the term "tree abuse." The removal of diseased or dead portions of a tree (such as palm fronds), the removal of an interfering, obstructing or weak branch shall not constitute tree abuse under this definition. Interference with, or obstruction of, overhead powerlines (franchise utilities), streetlights, stop signs or traffic signals is an example of pruning which, if accomplished by the National Arborist Association ANSI A300 Standards, is not a violation of this definition.

~~The exempt tree list is omitted from this definition.~~

Tree, canopy through Tree, monocotyledonous (monocot) (No change to existing text)

Tree, native, see native plants definition. ~~means a tree that was present in the county prior to European settlement in the state.~~

Tree, nuisance, means certain non-native trees often termed exotic, specifically: Brazilian pepper (*Schinus ~~terebinthifolia~~ terebinthifolius*), punk tree, ~~Cajepu~~ or paperbark ~~paper bark~~ (*Melaleuca quinquenervia*), earleaf acacia (*Acacia auriculiformis*), etc.; ~~refer to the exempt tree list for a complete listing of nuisance trees.~~ Refer to the Florida Invasive Species Council brochure for a complete listing (floridainvasives.org).

Tree, palm through Tree preservation area (No change to existing text)

Tree, protected. The following trees, except otherwise exempted from this article under chapter 3, article I of this Land Development Code, landscaping, are defined as a protected tree:

- (1) Any tree/palms (3:1 ratio), other than a pine tree, having a diameter of six inches (6") or greater, measured at four and one-half feet (4.5') above average ground level.
- (2) Any pine tree having a diameter DBH of ten inches (10") or greater, measured at four and one-half feet (4.5') above average ground level.
- (3) Any tree located within a conservation easement or similarly designated area, wetland, upland buffer, lake or waterbody, or coastal upland protection zone.
- (4) Any tree preserved or planted according to a tree protection plan or wetland mitigation plan approved by the city.
- (5) Any tree planted according to a landscape plan approved by the city except for trees planted at a size less than subsections (1) or (2) of this definition on single-family lots for purpose of meeting minimum planting requirements set forth in chapter 3, article I of this Land Development Code, landscaping.

Tree Protection Zone. This is the area of soil extending from the tree trunk where roots required for future tree health and survival are located. This area is defined as a circle with a minimum radius of 1' foot for every 1" inch in trunk diameter at 4.5" (DBH) above ground.

Tree removal through Tree, shade, (No change to existing text)

Tree, specimen, means ~~protected trees that are listed as follows, except exempt trees: trees which are listed below are considered specimen at the DBH sizes shown. except for exempt trees;~~

- (1) Minimum DBH twelve inches (12"):

Common Name	Botanical Name
Cypress	<i>Taxodium spp.</i>
Oak species	<i>Quercus spp.</i>
Magnolia	<i>Magnolia grandiflora</i>
Pecan	<i>Carya illinoensis</i>
Red bay	<i>Persea borbonia</i>
Red cedar	<i>Juniperus silicicola</i>
Scrub oak	<i>Quercus geminata</i>
Swamp bay	<i>Persea palustris</i>
Sweet bay	<i>Magnolia virginiana</i>

- (2) Minimum DBH eighteen inches (18"):

Common Name	Botanical Name
Elm	<i>Ulmus spp.</i>
Hickory	<i>Carya spp.</i>
Maple species	<i>Acer spp.</i>
Pine species	<i>Pinus spp.</i>
Sweet gum	<i>Liquidambar styraciflua</i>
Sycamore	<i>Plantanus occidentalis</i>
Palm (except sables) (except Cabbage)	<i>Phoenix canariensis</i>

- (3) Minimum DBH twenty-four inches (24"):

Common Name	Botanical Name
<u>Pine species</u>	<u><i>Pinus spp.</i></u>

- ~~(3) Minimum DBH twenty four inches (24"): Any native tree, except pine trees and exempt trees, with a minimum DBH twenty four inches (24") and not listed in subsections (1) and (2) of this definition.~~

- ~~(4) Minimum DBH thirty six inches (36"): All pine trees not listed in this article as exempt, and sand pine trees in any zoning district.~~

- ~~(5)~~ (4) Any other tree not listed above, that is twenty-four inches (24") or more diameter at breast height or has historic significance, or tree ~~Trees that,~~ in the opinion of the landscape architect, are horticultural specimens or oddities.

Tree, street through Tree trunk (No change to existing text)

Tree, understory, means a species of tree which normally grows well under larger trees, to a mature height of fifteen feet to thirty-five feet (15' to 35').

Trip rate or trip generation rate through Unconfined aquifer. (No change to existing text)

Underbrushing or brush mowing means knocking down vegetation, selectively removing thick entanglements/overgrowth and leaving the natural ground undisturbed with the roots intact.

Understory vegetation through Wind energy systems (No change to existing text)

~~Xeric trees and plants~~ means the plant materials in this definition that can be maintained with minimum irrigation. Other plant materials may also be considered xeric, subject to the determination of the landscape architect. Refer to the guide in this definition for a listing of xeric plant material. Other plant materials may also be considered xeric, subject to the determination of the landscape architect.

~~(1) Trees.~~

~~Native, cultivated:~~

~~Pines, including, but not limited to, longleaf yellow pine, slash pine or loblolly pine, but excluding those pine species listed as exempt.~~

~~Bottlebrush.~~

~~Crepe myrtle.~~

~~Elm spp.~~

~~American holly.~~

~~Bald cypress.~~

~~Chickasaw plum.~~

~~Dahoon holly.~~

~~East Palatka holly.~~

~~Jerusalem Thorn.~~

~~Ligustrum.~~

~~Loquat.~~

~~Majestic beauty.~~

~~Oaks.~~

~~Oleander (tree form).~~

~~Pignut hickory.~~

~~Red bay.~~

~~Redbud.~~

~~Southern red cedar.~~

~~Sweet gum.~~

~~Yaupon holly.~~

~~Wax myrtle.~~

~~Weeping elm.~~

~~(2) Palms and cycads.~~

~~(3) Shrubs.~~

~~Native, cultivated:~~

~~Cabbage palm.~~

~~Cardboard plant.~~

~~Coontie.~~

~~Chinese fan palm.~~

~~Needle palm.~~

~~King sago palm.~~

~~Lady palm.~~

~~Phoenix palm.~~

~~Pindo palm.~~

~~Queen palm.~~

~~Saw palmetto.~~

~~Washington palm.~~

~~Xeriscape means a type of landscaping utilizing native or drought-tolerant plants and ground cover which needs minimal irrigation, once established, and maintenance. This is detailed in the Waterwise Florida Landscapes Florida's Water Management Districts and Florida-Friendly Landscaping publications, incorporated herein by reference. Other plant materials may also be considered xeric, subject to the determination of the landscape architect. South Florida Water Management District publication, Xeriscape Plan Guide II, incorporated herein by reference.~~

~~Yard, required (No change to existing text)~~

SECTION THREE. Section 2-35. - PRD, Planned Residential Development District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

- (a) through (g) *(No change to existing text)*
- (h) *Recreational facilities.* Areas for passive and active recreation shall be provided. Such areas shall be designed and improved to serve their intended use and shall reflect the recreational needs of the residents of the development. Recreational areas shall meet the following minimum requirements:
 - (1) They shall be located and designed with adequate access to encourage use by the residents;
 - (2) Active indoor or outdoor recreation areas, such as swimming pools or community buildings, shall be designed to serve a maximum of three hundred (300) dwelling units;
 - (3) Thirty (30) square feet of indoor recreation floor area, including exercise rooms, all-purpose space, dining areas and similar uses shall be provided for each dwelling unit, unless waived by the city commission and replaced at a minimum as follows:
 - a. ~~Subdivisions of two hundred (200) dwelling units or less may provide, at a minimum, an additional thirty (30)~~ Sixty (60) square feet per unit of outdoor active recreation space in compliance with this section in lieu of the indoor recreation floor area requirement;
 - b. ~~Subdivisions that do not provide indoor recreational facilities are not eligible for park and recreation impact fee credits;~~
 - c. The open space and/or additional outdoor facilities must be compatible with adjacent properties and the recreational facilities must be consistent with the needs of the project; and
 - d. ~~c.~~ The planning board and city commission determine, after reviewing the proposed development plan, that the preservation of natural resources and/or provision of additional recreation facilities is appropriate and that indoor recreational facilities can be waived;
 - (4) Sixty (60) square feet of outdoor active recreation space (exclusive of parking, landscaping, retention/detention ponds and other site features), including pools, pool decks, shuffleboard courts, tennis courts and fishing piers and similar uses, shall be provided for each dwelling unit. Impact fee credits for any specific outdoor recreation site shall be limited to three hundred (300) dwelling units;

- (5) Recreation sites which include indoor and outdoor activities shall comply with all general site plan design and construction standards with regard to buffer areas, landscaping, interior landscaping, parking arrangement, lighting, signing, and drainage. Up to fifty percent (50%) of the required parking may be designed as overflow spaces;
 - (6) The minimum parcel size of any single active recreational area shall be eight thousand (8,000) square feet in area and no less than eighty feet (80') in its smallest dimension. No designated active recreation area shall be closer than thirty feet (30') to a dwelling unit within the development at its closest point and shall be adequately buffered to reduce noise, glare and visual impacts on adjoining homesites. Active recreation facilities shall not be located in any required buffer area;
 - (7) Thirty (30) square feet of common accessible, open space shall be provided for each dwelling unit as follows:
 - a. Common open space shall be available to all the residents of the development. At the option of the developer, subject to the approval of the city commission, common open space may be dedicated to the use of the general;
 - b. Common open space must be adequately landscaped and irrigated;
 - c. Natural features worthy of preservation shall be left in a natural state;
 - d. Waterbodies may be utilized to meet twenty-five percent (25%) of the available open space requirement, provided significant recreational use of the waterbody can be demonstrated. Water retention and wetland areas may not be included in this calculation;
 - (8) Twenty percent (20%) of the project shall be left in a natural state. This may include designated conservation areas within lots or common areas, ~~but shall not include classified wetlands and required upland buffers; and~~
 - (9) One (1) on-site parking space shall be provided for each two hundred fifty (250) square feet of indoor recreation area and one (1) such space for each four hundred (400) square feet of active outdoor recreation area. If both types of recreation areas are located on the same site, only the indoor requirement must be met. Applicants requesting a waiver of indoor recreation facilities may request approval of an alternative parking plan as part of the planned residential development application. Alternative parking plans shall be reviewed for consistency with the city's comprehensive plan, this Land Development Code, the Americans with Disabilities Act (ADA) and other applicable regulations.
- (i) through (l) *(No change to existing text)*

SECTION FOUR. Section 2-73, Greenbelt and Gateway Preservation Districts, of Article VI, Overlay Districts, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

(a) through (b) *(No change to existing text)*

(c) *Design criteria.*

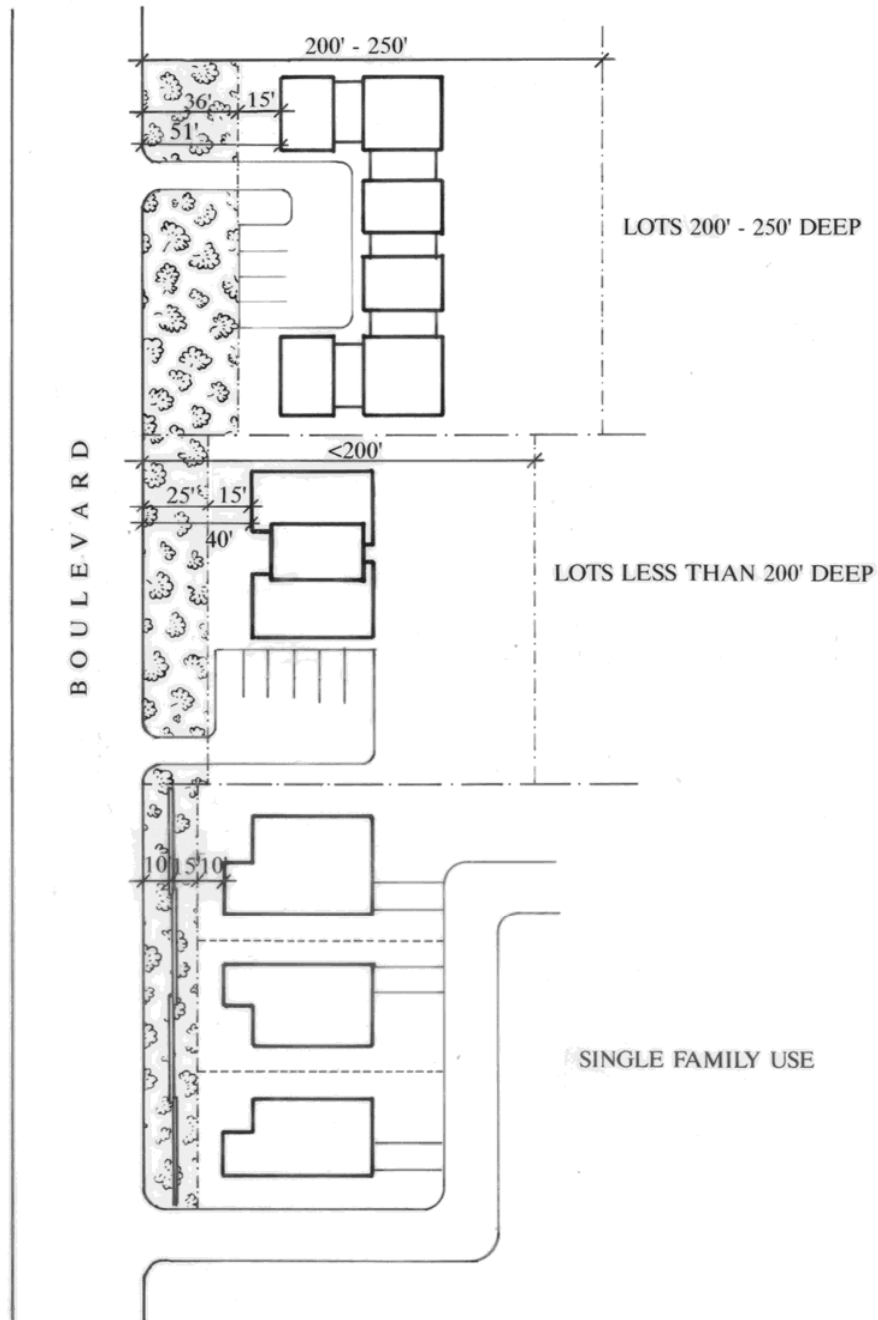
(1) *Landscape buffer requirements.*

a. The following standards shall apply to single-family residential developments in which access to individual homes is provided from internal streets except for those abutting I-95 (see figure 1):

1. There shall be a ten-foot (10') wide landscaped buffer, ~~to include~~ ~~berming~~, on the designated greenbelt route side of a minimum five-foot (5') high wall constructed of brick or other type of finished masonry which is compatible with the architectural design of the development; both the wall and the landscaped buffer shall be in a common area under the ownership and maintenance responsibility of the development's homeowners' association, which responsibility shall be clearly established in the restrictive covenants for the development. Where existing vegetation between the wall and right-of-way line is insufficient, additional predominantly native material is to be planted so that no more than thirty feet (30') of wall remains unbuffered by vegetation. (Each plant grouping between areas of devoid planted wall face shall have a minimum of thirty (30) square feet of planted area.) In situations where placing the wall, as described in this section, will severely impact the existing vegetation, the landscape architect may approve relocating the wall to the rear of the greenbelt landscape buffer.
2. There shall be a fifteen-foot (15') landscaped buffer, to include trees, on the homeowners' side of the aforesaid wall; this landscaped buffer shall be established as a conservation easement in favor of the homeowners' association, but with the city having the right to enforce the easement in instances when the association may fail or refuse to do so, such enforcement to be at the expense of the association and the owner of the lot on which the enforcement action becomes necessary.
3. All principal and accessory residential structures and screen enclosures shall be set back at minimum of ten feet (10') from the landscaped buffer.

4. Except when there is established on the plat a minimum rear yard setback of at least thirty feet (30'), the plat and the restrictive covenants for the development shall prohibit swimming pools in the rear yards of lots abutting designated greenbelt routes; said thirty feet (30') may include the required ten-foot (10') landscaped buffer described in subsection (c)(1)a2 of this section.
 5. The special landscape requirements in subsections (c)(2)a and in (c)(2)d through (2)o of this section, inclusive, shall apply to this section.
- b. The following standards shall apply to all development projects ~~other than single-family residential developments, in which access to individual homes is provided from internal streets, those projects abutting I-95 and those developments located between U.S. 1 and Dodson's Creek (see figure 1):~~
 1. A minimum thirty-six-foot (36') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.
 2. For lots in existence prior to April 3, 1984, with an average lot depth of less than two hundred feet (200') and for lots which are reduced to an average lot depth of less than two hundred feet (200') as a result of an eminent domain proceeding, a minimum twenty-five-foot (25') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.
 - c. The following standards shall apply to all development projects abutting I-95:
 1. A minimum sixty-foot (60') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.
 2. A minimum twenty-five-foot (25') wide landscape buffer area shall be provided between any new access road and a designated greenbelt route.
 3. All of the special landscape requirements listed in subsections (c)(2)a through (2)o, inclusive, of this section shall apply to all development projects abutting I-95.
 - d. The following standards shall apply to all development projects between U.S. 1 and Dodson's Creek: a minimum twenty-foot (20') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.

FIGURE 10.1
GREENBELT CORRIDOR
BUFFER AND SETBACK REQUIREMENTS



(2) *Special landscape requirements.*

- a. The landscaped buffer area shall meet the requirements of this section or chapter 3, article I of this Land Development Code, whichever is more restrictive. Note that in section 3-05(c)(1), sites located in the Greenbelt Overlay District shall have a minimum of thirty percent (30%) of the first two hundred feet (200') of the site measured from the right-of-way line and running parallel thereto as landscaped area.
- b. The landscaped buffer area shall contain no parking or structures, except signs as permitted in subsection (c)(3) of this section.
- c. All principal and accessory residential structures and screen enclosures shall be setback a minimum of fifteen feet (15') from the landscaped buffer, except for those parcels between U.S. 1 and Dodson's Creek.
- d. In all development projects, regardless of the type, development in the greenbelt areas shall be designed to minimize the need for fill material or such other treatment which would remove or harm existing trees or other plant materials within the landscaped buffer areas. ~~Therefore, except for access drives or where berming is approved as an integral part of a landscaping plan, fill shall be prohibited in the landscaped buffer area.~~
- e. If existing on-site vegetation, such as understory and trees that are well-established and mature, is less than sixty percent (60%) of the proposed unpaved areas, additional predominantly native shrubs and ground cover shall be added to supplement what exists in order to provide a minimum of sixty percent (60%) vegetation. Existing weeds, dead or yellow palm fronds and branches, and any other trees and vegetation deemed undesirable due to condition of plant or species, shall be removed after a site inspection and approval by the landscape architect. Any area not required to be vegetated may be sodded, but in no case shall sodded areas exceed forty percent (40%) of the unpaved area within the greenbelt.
- f. The greenbelt buffer shall be preserved to the maximum extent possible. The property owner, or the owner's designee, may request the removal of existing understory plantings (shrubs, ground cover, etc.). The landscape architect shall review the application and determine the amount of understory coverage existing on-site. The applicant shall submit plans to the landscape architect indicating the existing understory coverage, the amount to be removed, the type, location and amount of replacement understory. The developer shall be required to replant a minimum of sixty percent (60%) of the greenbelt area with native shrub, hedge or other plant material. The remaining forty percent (40%) can be either sod or other landscape material that is integral to the overall design of the buffer. The landscape architect shall review the plans for location and type of material, and shall require the use of native plant material.

- g. Greenbelt landscaped buffer areas shall include a minimum of one (1) tree per two hundred (200) square feet, or fraction thereof. Existing trees located within the required buffer and having a two-inch (2") trunk, four and one-half feet (4½') above grade, may be utilized to meet this requirement. All new trees must be Florida grade No. 1 or better.
- h. If the requirement is not met by existing vegetation and if revegetation is necessary to meet this requirement, seventy-five (75%) of the trees shall be native shade trees. If conflicts occur where shade trees are not appropriate then a native understory tree shall be planted to meet the minimum requirement. ~~only native state trees such as live oak, water oak, hickory, East Palatka holly, sabal palmettos (cabbage palms), Florida red maple, sweet gum, sugar berry, magnolia and laurel oak may be used.~~
- i. The landscape architect may waive whatever portion of the tree planting that may be necessary if he determines that overcrowding would prevent the trees within the buffer from reaching a mature level of growth for the species involved. Larger caliper trees may be utilized to reduce the number of trees required, as long as the same cross sectional area is met.
- j. If sabal palmettos (cabbage palms) are used to meet tree standards, three (3) shall be deemed as one (1) tree.
- k. Irrigation is required for those areas which are landscaped or revegetated, ~~except temporary irrigation may be permitted as needed, for the sections where xeric plant materials are installed.~~
- l. Areas within the greenbelt may not be used for retention, ~~provided there is no change in elevation or removal of existing landscape materials (e.g., trees, shrubs or ground cover) and the retention area is consistent with the applicable design standards set forth in chapter 3, article II of this Land Development Code.~~
- m. Where existing vegetation is nominal or diminishing, the greenbelt buffer area shall be enhanced to provide ground cover, understory, and tree canopy sufficient to maintain the continuity of the buffer appearance throughout the corridor.
- n. The property owner shall be required to eliminate all noxious or exotic vegetation that detracts from the appearance of the existing or planted vegetation within the buffer area. In all cases, the property owner shall be responsible for the maintenance and upkeep of the landscape buffer in a clean, acceptable manner. The landscape architect, or his designee, shall be responsible for the enforcement of this requirement. The landscape architect shall utilize typical industry standards, such as National Arborist Association standards, in reviewing the maintenance of the landscape buffer.

- o. The landscape architect shall credit existing trees down to two inches (2") in caliper toward meeting minimum requirements pursuant to section 3-05(c)(4), subject to the following situations:
 - 1. If the greenbelt landscape buffer is designed so that there is no removal of existing vegetation and there are additional plantings that enhance the overall appearance of the buffer.
 - 2. If the greenbelt landscape buffer is designed so that all understory ground cover is removed, but an equivalent area of ground cover is replanted with native material that improves the overall appearance of the buffer, and the trees are underplanted with vegetation.
 - 3. If the greenbelt landscape buffer is designed so that all understory ground cover is removed, but sixty percent (60%) of the ground cover is replanted with native material, with the remaining forty percent (40%) being sod, and the overall design improves the appearance of the buffer, and the trees are underplanted with vegetation.
- (3) *Signs.* The provisions of chapter 3, article IV of this Land Development Code, sign regulations, shall apply to the Greenbelt Preservation District.
- (4) *Architecture.* All structures for properties within the greenbelt shall comply with the architectural standards in chapter 3, article VI of this Land Development Code.

SECTION FIVE. Section 3-03, Tree removal process, of Article II, Administration and Enforcement, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

(a) *Permit required.*

- (1) Except as noted in subsection (a)(2) of this section, any person who proposes to cut down, move, remove, or destroy any protected tree, as defined in section 1-22, including those located on single-family lots, shall first obtain a tree removal permit from the city for activities involving tree removal not otherwise allowed as part of a site plan approval. Such permits may include tree protection measures deemed necessary by the landscape architect to protect trees that are capable of preservation under certain conditions. Requests for tree removal permits for existing single-family residential properties only, shall be made to the Neighborhood Improvement Division ~~public works department~~. Permits for all other property uses shall be made to the landscape architect.
- (2) ~~All trees and palms defined in section 1-22~~ that are located on vacant undeveloped land that is designated for residential, commercial, office,

institutional or industrial uses on the city's adopted future land use map (series) or official zoning map shall not be removed except as permitted through the development of the site. Maintenance of the site is allowed and encouraged.

(3) A tree removal permit is not required for the removal of any of the following:

- a. Tree species defined as exempt in section 1-22.
- b. Trees not defined as protected in section 1-22.
- c. Any tree that endangers the public health or safety and therefore requires immediate removal, provided that, except for removal affecting electrical service, prior verbal authorization is given by the landscape architect. Such oral authorization shall be forthwith confirmed in writing by the landscape architect. Current photograph documentation with photo date stamped will be required. If photo documentation is not provided than it will be treated as a violation.
- d. Trees in state-approved plant or tree nurseries or botanical gardens which are planted and growing for the purpose of being sold or for other public purposes.
- e. Trees planted for the purpose of harvesting and located within active and bona fide commercial silviculture areas or property purchased and maintained for silviculture, shall not be sold or cleared within five (5) years from the date of purchase or installation of trees.
- f. Removal of trees by the city pursuant to a public park management plan reviewed and approved by the city commission, or a site plan reviewed and approved by the ~~SPRC~~ Site Plan Review Committee, and where such plan is implemented by the landscape architect.
- g. Removal of trees where required by provisions of law or state regulations not inconsistent with the provisions of this article.

(4) Application requirements for tree removal permit. The following requirements and application process does not include all permitting requirements: (See section 3-04, for additional plan submittal and application requirements.)

- a. Any application for a tree removal permit involving no other construction activity shall include the following:
 1. Street address and directions to the site.
 2. Purpose for the tree removal.
 3. Most recently available boundary survey.
 4. General location of protected and specimen trees.

- b. If tree removal is proposed in conjunction with construction activity which includes accessory structures, such as pools, pool houses, freestanding sheds, hot tubs and patio areas, that does not require ~~SPRC~~ Site Plan Review Committee approval, such as a single-family home or a duplex in most zoning districts, then the application shall include the following:
1. Street address and directions to the site. For undeveloped sites, clearly post the lot with a number or name. The contractor shall mark all corners of the property and the house shall be staked prior to inspection.
 2. Description of the work to be done on the site. For example:
 - (i) Clear for slab on grade construction;
 - (ii) Clear and cut for foundation wall or stem wall ~~stem wall~~ construction; or
 - (iii) Remove tree for a stated reason.
 3. A sealed survey, prepared by a state-licensed land surveyor, showing the house, driveway locations, all boundary information and exact locations for all hardwood trees, and palms ~~over~~ six inches (6") and greater in diameter, and pines ~~over~~ ten inches (10") in diameter and greater as measured four and one-half feet (4½') above the ground. The professional survey shall not be less than one (1) year old from the date submitted. If applicant intends on applying for tree credits for existing trees down to four inches (4"), they must meet the survey and tree protection requirements as outlined in section 3-04(c). Applicant shall provide finished floor elevation of structures, including road elevations existing and proposed grade elevation at all corners and two (2) elevations at the midpoints of the lot. All plans shall show the limits of the fill and beginning of natural grade occurring prior to the construction activity.
 4. Note methods of root zone protection for trees preserved in fill areas, see Section 3-04(7) of this code and areas subject to damage during construction.
 5. ~~Mark trees on the site that are to be removed with red or orange tape.~~ Trees to be removed shall be documented on the civil demolition or tree protection/removal plans.
 6. A tree protection/removal plan ~~plot plan or survey~~ drawn to scale shall clearly indicate the location of the proposed house and driveway and other impervious structures. Proposed retention and swale areas shall also be identified as these effect tree removals. The tree protection/removal plan ~~plot plan~~ shall clearly mark trees to be removed and remain. ~~A~~ An existing tree legend shall clearly identify and show graphically on the plan, protected, specimen and historic

trees to remain and being removed. All trees shall be labeled with type and diameter. The applicant shall provide on the drawing concurrently submit, on a form provided by the city, the protected and specimen tree mitigation calculations based on the standards contained in this article.

7. Identify measures to preserve protected and specimen trees during and after construction activity in accordance with the tree protection standards of section 3-04.
 - c. For development processed through the SPRC Site Plan Review Committee, the application and plans for tree removal shall be considered in conjunction with SPRC Site Plan Review Committee review, as follows:
 1. In addition to any other requirements required under this article, and site plans submitted under chapter 4, article II of this Land Development Code, subdivisions, submitted under section 3-15, grading and filling permits applicants shall submit signed and sealed digital copy through the online project system ~~and submitted under this article shall include eleven (11) copies~~ of a tree survey prepared by a registered land surveyor ~~and/or a registered state landscape architect~~ at the same scale as the site plan or plat showing the following:
 - (i) North arrow, scale, name of project, name of applicant, name of surveyor and date.
 - (ii) The location of all protected and specimen trees on the site by DBH size and identifying species type. ~~(trunk determined and inspected by the landscape architect).~~
 2. Tree protection plan. The applicant shall submit a tree protection plan to be prepared by a registered state landscape architect. The plan shall demonstrate compliance with section 3-04(b) and (c), tree replacement ~~general and construction~~ standards. Methods shall be included for preserving heavily wooded sites and protected/specimen trees in or adjacent to water retention areas or where any impervious surface is located within the dripline of any protected or specimen trees.
 - d. All applicants for the removal of trees related to development activity are encouraged to arrange a preapplication conference with ~~their~~ the project's landscape architect and the ~~city's~~ landscape architect to identify the tree protection standards that must be addressed as set forth within this article.
- (b) *Issuance of tree removal permits.*
- (1) The tree removal permit shall be approved concurrently with any other required application including, but not limited to, planned development,

subdivision, special exception, site plan, fill and grading plan or building permit.

- (2) The landscape architect shall not issue a tree removal permit except when it is determined, after field inspection, that the tree removal is for a valid purpose which cannot be accomplished without removal of the tree. The following are the criteria used by the landscape architect and Environmental Improvement Officer in reviewing applications for removal of trees:
- a. The tree has hazardous branching structure such as included ~~impacted~~ bark, hollow trunk, low fork in the trunk, or the tree has been topped is a hazard to traffic, public utilities, buildings or structures;
 - b. The tree is injured, diseased or insect-infested such that it is a hazard to people, structures or other trees;
 - c. The tree prevents access to a lot or parcel;
 - d. Removal of the tree is necessary in order to develop a parcel for principal and accessory structures authorized by this Land Development Code and there are no viable alternatives;
 - e. Improper tree species under or near a power line, per the landscape or permitting authority approval;
 - f. The tree is within five feet (5') of the house foundation and roots are threatening to damage the slab or other structure such as an air conditioner pad, pool, patio or septic system;
 - g. If the tree poses a threat to traffic visibility (vehicular or pedestrian);
 - h. If the tree is crowding an adjacent tree and it would be better for both trees if one (1) were removed, due to crossing branches or unsymmetrical shape;
 - i. In the judgment of the fire chief, the tree or trees within are located within thirty feet (30') of an existing residential structure and located in an area of the city susceptible to wildfires from adjacent rural or undeveloped, vegetated lands; and
 - j. Removal is necessary to accomplish and further other goals or objectives of the city's comprehensive plan or other adopted policies of the city.
- (3) Tree mitigation shall be provided for the removal of trees authorized by this section. Mitigation for removal of trees from existing developed single-family and duplex dwelling units shall comply with the requirements of section 3-04(c)(1). Existing ~~specimen or~~ protected trees over the minimum tree lot requirement on developed single-family or duplex lots that are to remain shall be counted towards meeting the mitigation requirements. This provision shall apply only to those hardwood species and palms (3:1 ratio) with a caliper of six inches (6") or greater and pine species with a caliper of ten inches (10")

or greater. Mitigation for all other types of development shall comply with the mitigation requirements specified in section 3-04(c)(1).

- (4) If the work described has not begun within six (6) months from the date of issuance of the permit, the permit shall expire and notice thereof shall be given to the permit holder affected. Tree removal permits issued in conjunction with building or grading permits shall expire concurrently with the expiration of those permits.
- (c) *Historic trees.* Trees designated as historic trees shall not be removed and any construction activity that may cause damage to such trees shall not be allowed without the approval of the city commission. Applications for a historic tree removal shall be filed with the city landscape architect and shall include the appropriate fee as established in the Code of Ordinances, Chapter 8, Section 8-10 by section 1-27. All historic tree removals will require, Level 3 Tree Risk Assessment Arborist report to be prepared by a certified arborist with an active licensure. The arborist report shall detail the tree type with photographic documentation, DBH size, analysis of tree condition and recommendations. No historic tree shall be allowed to be removed without an approved development order or building permit in place. Public notice shall be provided of the time, date and place of the hearing at which such designation or request for removal will be considered by the city commission. These regulations shall not supersede the exemptions in subsection (a)(3)e of this section, where the landscape architect determines that the immediate removal of a historic tree is needed to eliminate a clear and imminent hazard to the public's health, safety or welfare.
- (d) *(No change to existing text)*
- (e) *Canopy/scenic roads.*
 - (1) *Approval needed to remove specimen trees.* No specimen tree may be removed from the following designated canopy roads, except as approved by the city commission:

Street Name	From/To
Live Oak	Beach Street to Ridgewood
Riverside Drive	Granada to Fluhart
North Ridgewood	Melrose to Warwick
Greenwood	Ridgewood to MacIntosh
North Beach Street	Wilmette to Sanchez
North Beach Street	Oak Forest to Tomoka State Park boundary
Center Street	Hand Avenue to Broadmoor Circle
Tomoka Oaks Boulevard	Nova Road to the island dividing North and South St. Andrews

- (2) *Purpose and intent.* Canopy road and scenic drive protection standards are intended to preserve the natural beauty and scenic vistas of and from the roadways described in this section.

(3) *Designation.* The following roads are hereby established as designated canopy road tree protection zones:

- a. Live Oak from Beach Street to Ridgewood.
- b. Riverside Drive from Granada to Fluhart.
- c. North Ridgewood Melrose to Warwick.
- d. Greenwood Ridgewood to MacIntosh.
- e. North Beach Street Wilmette to Sanchez.
- f. North Beach Street Oak Forest to Tomoka State Park Boundary.
- g. Center Street Hand Avenue to Broadmoor Circle.
- h. Tomoka Oaks Boulevard, Nova Road to the island dividing North and South St. Andrews.
- i. Addison Drive, that portion within the city limits.

(4) *Protection standards.*

- a. No specimen trees shall be removed without a tree removal permit from the landscape architect and FDOT or the county for rights-of-way maintained by those entities. Except as needed to protect the public health, safety and welfare and where no practical alternative exists, tree removal permits shall not be issued. If issued, mitigation shall be required as per subsection (b)(3) of this section and as necessary to maintain the canopy nature of the road.
- b. All construction, development and tree maintenance activity shall preserve and nurture the existing canopy of native vegetation over the scenic roadways. New development adjacent to canopy roads are required to plant one native shade tree every 50' lineal feet no closer than ten feet (10') to the right-of-way and shall be ~~prepare and implement a program of replantings in areas where the cover is nominal or diminishing of a type and density as approved by the landscape architect.~~
- c. Any widening of any canopy road shall mitigate against the loss of canopy by planting mature trees designed to maintain the canopy at least three (3) years in advance of the planned construction.
- d. Following a coastal storm event that destroys a substantial number of trees on the canopy road, the citywide tree replacement fund shall be used for the replanting of trees to restore the canopy. ~~city should implement a program to provide for the replanting of trees to restore the canopy. The landscape architect shall coordinate the implementation of these trees.~~

(5) *Scenic drives.*

- a. *Designation.* The following scenic drives are hereby established:
 - 1. U.S. 1 from Thompson's Creek to Nova Road.

2. All of Beach Street.
 3. All of John Anderson Drive.
 4. All of Riverside Drive.
 5. Addison Drive, that portion within the city limits.
 6. Scenic Loop & Trail
- b. *Protection standards.*
1. Lots adjacent to scenic roadways shall be developed consistent with the canopy road protection standards and in such a manner that maximizes the scenic vistas from the roadway.
 2. Wherever a public street or thoroughfare is laid out or existing in the city abutting or touching a waterway open to public use, the city, as trustee for the public, has and owns riparian rights at such place where such public street or thoroughfare abuts or touches the waterway. The city shall have the right to regulate the use of the waters adjacent to such place, and to construct docks, public landings, piers or wharves at such places.
 3. Wherever a street laid out and existing in the city ends at a waterway in the city, the portion of such dead-end street abutting the waterway is hereby declared to be public property, and the city shall have the right to regulate the use of the waters adjacent to such place and to construct docks, public landings, piers or wharves at such places.
 4. When any plat is filed for record showing streets dedicated to public use laid out, touching or abutting any waterways used by the public, it is hereby declared that the portion of such dedicated street touching or abutting upon waterways in the city shall be public property, and the city shall own and hold same for the use of the public, and shall adopt rules and regulations governing the use of the same.

(f) *(No change to existing text)*

(g) Violations.

- (1) Any trees removed without a permit or tree abuse in violation of this article and Section 1-22 of this code shall be deemed to be violations of this Land Development Code and shall be processed as set forth in chapter 1, article II of this Land Development Code.
- (2) If mitigation as specified in subsection (b)(3) of this section, has not occurred within thirty (30) days of issuance of the tree removal permit, then the permit shall be considered invalid and the city shall proceed with code enforcement action as set forth in chapter 1, article II of this Land Development Code.

- (3) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch specimen tree. It is the property owner's responsibility to prove otherwise.
- (4) When a site is cleared illegally than current aerial imagery will be used to determine tree mitigation requirements. The square footage of the cleared tree or palm canopy area will be calculated by dividing it by 400 square feet which will determine the number of trees to be mitigated back at 4.5" caliper minimum.
- (5)(4) For repeat offenders, the city has the right to double restoration requirements or fines (or both) for each subsequent infraction, and in the alternative or in addition to revoke or suspend a contractor's license to do business in the city when a contractor is responsible for the unpermitted tree removal, or the tree destruction or abuse.
- (6) (5) Any trees removed without a permit, the permit fee will be doubled.

SECTION SIX. Section 3-04, Tree protection and replacement, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

(a) *General standards.* Minimum specimen tree protection is as follows:

- (1) *Amount of specimen trees protected per acre.* Except where the landscape architect has determined a specimen tree as not suited for preservation, the minimum number of existing specimen trees to be protected on any development site shall be as follows:

Number of Specimen Trees	Minimum Specimen Tree Protection Requirement
Less than 3.0 per acre or a portion thereof	80 percent
3.0 to 5.0 per acre	75 percent
5.0 to 8.0 per acre	65 percent
More than 8.0 per acre	4 per acre

- a. No tree removal shall be permitted if it will result in the nonconformity of the site to the minimum specimen tree protection requirement except as provided in subsection (a)(1)b of this section.
- b. If the landscape architect and/or the Site Plan Review Committee (SPRC) determines that there is no practical alternative to the removal of the specimen tree and the minimum number is not met per the specimen tree chart (a)(1), then mitigation shall be provided to compensate for the loss by replacement and planting of a tree or trees equivalent to thirty (30%) ten

percent (10%) of the cross-sectional area of the specimen tree removed, see Mitigation Chart C.

- c. Single-family residential, excludes subdivisions, when there is no practical alternative to the removal of specimen tree, then mitigation shall be provided to compensate for the loss by replacement and planting of a tree or trees equivalent to fifteen percent (15%) of the cross-sectional area of the specimen tree removed.
- d. Specimen trees listed below are considered specimen at the DBH sizes shown. Any other tree not listed below, that is twenty-four inches (24") or more in diameter at breast height or has historic significance, or trees which, in the opinion of the landscape architect, are horticultural specimens or oddities:

1. Minimum DBH twelve inches (12"):

<u>Common Name</u>	<u>Botanical Name</u>
<u>Cypress</u>	<u><i>Taxodium spp.</i></u>
<u>Oak species</u>	<u><i>Quercus spp.</i></u>
<u>Magnolia</u>	<u><i>Magnolia grandiflora</i></u>
<u>Pecan</u>	<u><i>Carya illinoensis</i></u>
<u>Red bay</u>	<u><i>Persea borbonia</i></u>
<u>Red cedar</u>	<u><i>Juniperus silicicola</i></u>
<u>Scrub oak</u>	<u><i>Quercus geminata</i></u>
<u>Swamp bay</u>	<u><i>Persea palustris</i></u>
<u>Sweet bay</u>	<u><i>Magnolia virginiana</i></u>

2. Minimum DBH eighteen inches (18"):

<u>Common Name</u>	<u>Botanical Name</u>
<u>Elm</u>	<u><i>Ulmus spp.</i></u>
<u>Hickory</u>	<u><i>Carya spp.</i></u>
<u>Maple species</u>	<u><i>Acer spp.</i></u>
<u>Sweet gum</u>	<u><i>Liquidambar styraciflua</i></u>
<u>Sycamore</u>	<u><i>Plantanus occidentalis</i></u>
<u>Palm</u>	<u><i>Phoenix canariensis spp.</i></u>

3. Minimum DBH twenty-four inches (24"):

<u>Common Name</u>	<u>Botanical Name</u>
<u>Pine species</u>	<u><i>Pinus spp.</i></u>

(2) Minimum tree ratios.

- a. All single-family or duplex lots, except those in the REA, Rural Estate/Agricultural Zoning District, shall have one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. All

single-family lots in the REA, Rural Estate/Agricultural Zoning District shall have one existing or planted tree for each two thousand five-hundred (2,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. At least one (1) required tree shall be located in the front yard and at least one (1) required tree shall be located in the rear yard.

- b. In all other zoning districts, except for single-family and duplex lots, there shall be one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of the site or fraction thereof, or one (1) tree shall be provided for every four hundred (400) square feet of landscaped area. The ratio requirement that amounts to the greatest number of trees shall apply. Additional trees or payment into the citywide tree replacement fund in lieu of additional trees may be required to meet the protected or specimen tree replacement criteria ~~mitigation criteria if Sec. 3-04(c)(1)(j) can't be met.~~
 - c. No tree removal shall be permitted if it reduces the number of trees on the site below the minimum ratio requirements. If the landscape architect determines that there is no practical alternative to the proposed removal, mitigation shall be provided on-site by the replanting of a tree to meet the minimum ratio requirements.
 - d. If the minimum tree ratio requirement is not maintained, then replanting tree(s) will be required to meet the minimum ratio requirements.
- (3) *Heavily wooded sites.* The following shall apply to all development except single-family homes and duplexes:
- a. A minimum of fifteen percent (15%) of the total gross area of the site shall be designated for the protection of trees. The area designated for the preservation of protected and specimen trees may be used to satisfy this requirement.
 - b. The tree protection area may be comprised of one (1) or more sub-areas within the development and may include any landscape buffer, wetland protection area or other required landscaped area. Such designated areas shall contain sufficient surrounding pervious surface and other protective devices to adequately protect the trees contained within the clusters.
 - c. ~~If practical, a minimum of fifty percent (50%) of the trees designated as protected by section 1-22, shall consist of existing trees within designated tree protection areas.~~
- (b) *Design standards for promoting tree protection.* In the design and development of any site, including single-family houses or duplexes, subdivisions, planned developments and all other uses subject to ~~SPRC~~ Site Plan Review Committee approval, all trees, except those classified by the landscape architect or arborist report as non-preserved ~~nonpreservable~~ due to the condition of the tree, shall be preserved to the maximum extent possible, as follows:

- (1) *Building footprint.* Every attempt shall be made to avoid placing a building in a location which requires the removal of a specimen tree.
- (2) *Stormwater management/drainage facilities.* Every attempt shall be made to avoid placing retention ponds or other stormwater management/drainage facilities in locations which will cause the removal of specimen trees. Where it is necessary to place such a facility in close proximity to a specimen tree, the landscape architect shall require improvements including retaining walls, to ensure that the tree is not endangered.
- (3) *Site design.* Site design considerations, including the relocation of roads and utility lines and the reconfiguration of lot lines shall be utilized to maximize the preservation of protected and specimen trees.
- (4) *Parking and driveways.* No specimen tree in a parking or driving area shall be removed unless it is physically impossible to provide alternative locations for these facilities. Measures included in this section shall be utilized to save the greatest number of trees possible in parking areas. Use of tree wells, root pruning, root barriers, ~~concrete pavers, turf block~~, root drainage systems, subsurface soil stabilization systems, special fill procedures such as a Geogrid Sandwich (excluding the use of limerock) and restrictions may be required, as appropriate, and subject to the approval of the landscape architect.
- (5) Driveways and sidewalks. When protected or specimen trees are less than ten feet (10') to driveways and sidewalks a root barrier will be required and shall be extended down a minimum of 36" inches and shall run horizontally twenty feet (20') along impervious edge when applicable.
- ~~(5)~~ (6) *Demucking.* Where demucking is required for a parking area or driveway and such activity will cause the removal or destruction of a protected or specimen tree, certification must be presented by a licensed civil engineer ~~or landscape architect~~ certifying that the paved area cannot be constructed in a sound manner without the removal of the muck and the destruction of the existing trees. The certification shall include soil boring information supporting the findings. Where demucking is necessary, every attempt shall be made to demuck around the perimeter of specimen trees and soil stabilization, drainage, fill and other methods shall be employed to preserve trees in this category.
- ~~(6)~~ (7) *Masonry walls.* If wall construction is within ten feet (10') of an existing specimen tree, the wall or walls need to be constructed with a lintel system. Precast wall systems are encouraged due to a non-continuous ~~noncontinuous~~ footing and lesser impacts on tree root systems.
- ~~(7)~~ (8) *Tree protection methods.* Methods of preservation include, as appropriate, the use of tree wells, lintel systems, alternative paving surfaces, Geogrid Sandwich ~~such as paver blocks, turf blocks~~ or other methods as outlined in design standards for promoting tree protection, in the tree protection manual (see subsection (b)(8) of this section, tree protection during construction). Such

methods shall be clearly shown on the site plan for each protected and specimen tree(s), as follows:

- a. Tree Barricade. All existing trees that are to remain shall have barriers constructed around the tree at the tree dripline or around the combined dripline of any clumps of trees. Barriers are to be inspected by the landscape architect or engineering inspector prior to the start of any construction.
 - b. ~~1. The minimum size of such wood barrier fencing shall be two inches by four inches (2" x 4") and the top of the barrier shall be a minimum of four feet (4') high. Another acceptable means of barricading trees~~ Tree barricade shall be constructed with the use of orange plastic construction fence, four feet (4') high, and supported every eight feet (8') by a No. 5 rebar, driven into the ground per city detail. Fencing shall be securely attached to rebar by the use of nylon zip ties or twisted wire. Barricades must be taut and perpendicular to ground. No construction activity, cuts, fill, debris disposal or vehicular traffic is to take place within this area. Additionally, the storage or placement of material, machinery or other construction equipment or substances is prohibited within the dripline area.
 - c. 2. Any waiver or request to construct barriers within the dripline shall be reviewed by the landscape architect. Where driplines of existing trees overlap, the orange mesh fencing or the wood barriers shall be erected around the outer perimeter of the combined driplines.
- d. ~~b. Geogrid Sandwich. If turf block is specified to reduce the impact of impervious surface around the dripline of existing trees, it shall be constructed as follows: Prior to excavation, limits of excavation to be root pruned to a depth of thirteen inches (13"); after removal of existing soil to that depth, add eight inches (8") of one-quarter inch (1/4") crushed stone (not limerock), then one and one-half inches (1 1/2") of sand to level the three and one-eighth inch (3 1/8") thick turf block. All compaction shall be done by hand, exempting the normal city requirements of ninety-five percent (95%) to ninety-eight percent (98%) density. Compaction shall be done in layers after each sub base is installed and again after the turf block is laid. The cells of the turf block shall then be filled with top soil and seeded. Geogrid sandwich is used to protect the tree roots from the negative effects of fill soil and soil compaction is to use a geogrid mat and clean gravel. Within the root protection zone the geogrid stabilizing mat, which is placed directly over the natural grade, should be covered with a six-inch layer (6") of #57 aggregate stone. The stones are large enough so they will not sift through the geogrid mesh. And the clean stones allow for air movement throughout the large spaces between the stones into the soil. A geotextile mat should then be placed over the aggregate stone layer to prevent soil or other material placed on top of the mat from sifting into the layer of~~

aggregate stone and plugging air movement. This geotextile– stone– geogrid sandwich will provide protection from compaction for the tree roots as well as permit adequate air infiltration into the soil to benefit the roots.

- e. c. Tunneling ~~or trenching~~. When excavation occurs in close proximity to trees and their root systems, tunneling ~~or trenching~~ may will be required per the guidelines (c1-2). if approved by the landscape architect. In the case of single family or duplex building permits, such methods may be approved by the permitting authority. Tunneling near protected or specimen trees shall comply with the following distance and depth standards:

Tree Diameter (DBH)	Minimum Distance of Tunneling from Tree
<u>Less than 6 inches</u>	<u>Dripline of the Tree</u>
6 to 8.99 inches <u>6 to 9 inches</u>	5 feet
9 to 13.99 inches <u>10 to 14 inches</u>	10 feet
14 to 18.99 inches <u>15 to 19 inches</u>	12 feet
19 inches and over	15 feet

1. No trenching allowed within the dripline of protected or specimen trees. Other solutions may be approved by the landscape architect.

2. Tunneling depth shall be 24” inches for trees less than 12” diameter and 36” inches for trees greater than 12” diameter.

- d. Utility line trenches. Utility line trenches shall be routed away from trees to an area outside of the drip line. If underground utilities must be routed through a tree protection barrier zone, tunneling will be required.
- e. Swales and minor negative grade changes. Swales and minor negative grade changes shall be designed outside the drip line of the area of trees to be preserved. If ditches, swales, or other significant grade changes are required near a tree that is designated to be preserved, piping shall be used and installed by the means of directional boring. No open cut trenches to install pipe within the drip line of trees.

~~(8)~~ (9) *Tree protection during construction.*

- a. During any construction or land development activity, appropriate protective measures shall be taken to prevent the destruction or damage of all trees to be retained on the site, pursuant to this article. No placement of material, machinery, temporary soil deposits or additional fill shall be placed any closer to any tree than the dripline. No attachments or wires, except protective guy wires, shall be attached to any tree. No change of

grade may be made within the dripline of a tree, any encroachments into the tree protection zone shall detail tree protection measures to be utilized and shall be shown on approved civil plans, unless written permission is granted by the landscape architect. Tree protection barricades shall be erected in tree preservation areas and are required to be inspected by landscape architect or site engineering inspector prior to clearing. The applicant shall mark harmlessly, without painting or nailing, for identification purposes, those trees to be retained.

- b. When ground is to be excavated under the dripline of any existing protected tree, roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. Any required root pruning required shall be supervised by independent licensed certified arborist hired by the owner. The location of root pruning shall be marked with barricade fencing. If required as a condition of permit approval, this This root pruning procedure must be done under the supervision of a licensed certified arborist and documented with arborist report and pictures. marked, and inspected prior to issuance of a tree removal permit or grading and filling permit.
 - c. ~~A note stating: "No construction activity, excavation or fill may take place within staked areas" shall appear on all landscape plans where existing trees are being impacted. The landscape architect shall supervise all root pruning activities. The demolition plan or tree protection plan shall clearly identify tree preservation areas. Tree barricade detail LS-4 shall be shown on these plans.~~
 - d. The landowner, developer and/or general contractor shall be held responsible for any damage to trees that are protected under the provisions of this article.
 - e. A stop work order shall be issued by the landscape architect when trees or vegetation are cut down, destroyed, damaged or removed in violation of this article.
 - f. The developer of a subdivision shall provide legal mechanisms that ensure the protection of identified protected and specimen trees to remain after construction has occurred within the development. Such mechanisms may include, but not be limited to, conservation easements, common open space, tree protection easements or deed restrictions. Any trees damaged or killed unintentionally as a result of development activity shall be replaced, subject to the approval of the landscape architect as a condition for the final release of the subdivider's maintenance bond.
- (9) (10) *Field review.* Following submittal of site, landscaping, and engineering plans and prior to the approval of the tree protection plan, the applicant will stake the perimeter of the site and greenbelt areas and the site will be field

inspected by the landscape architect or site engineering inspector in the company of the applicant.

(c) *Tree replacement requirements.*

(1) *Intent.* It is the intent of this section to ensure that:

- a. Protected trees within existing single-family and duplex only (other than specimen trees) may be removed in accordance with the standards established in section 3-03(a) and (b), provided they are replaced on a one to one (1:1) basis. Replacement trees for ~~non-specimens~~ ~~nonspecimens~~ shall have a minimum caliper of at least two and one-half inches (2½") measured six inches (6") above the soil line at time of planting and shall meet the material specifications stated in section 3-05(d), plant materials. Replacement trees having a caliper greater than two and one-half inches (2½") will be awarded additional credit for the excess over two and one-half inches (2½") of replacement see Mitigation Chart B. The landscape architect may also award additional credit for trees deemed to have a unique horticultural significance. The mitigation of specimen trees for existing single-family and duplex is outlined in this subsection (c)(1).
- b. Protected, specimen and historic trees shall be replaced and the mitigation form will determine the replacement requirements. However, existing surveyed protected trees and palms four-inch (4") caliper or greater for new construction single-family or duplex homes only and six-inch (6") caliper and greater for all other future zoning districts will be credited toward meeting the mitigation requirements if they exceed the minimum tree requirements.
- c. Replacement for protected trees shall have a minimum caliper of at least two and one-half inches (2½") measured six inches (6") above the soil line at the time of planting and shall meet material specifications stated in section 3-05(d). ~~Fifty percent (50%) of the replacement trees shall be native.~~ At least seventy-five percent (75%) of the required trees shall be native shade trees. If conflicts occur where shade trees are not appropriate than a native palm or understory tree shall be planted. For the beachside from John Anderson east, the 75% native tree requirement will be satisfied with native understory trees and palms when canopy trees are not appropriate.
- d. Any specimen tree removed, other than those determined by the landscape architect as not suited for preservation, shall be replaced and the replacement will be determined by the mitigation form. Specimen trees shall be replaced having a minimum caliper of four and one-half inches (4½") in diameter measured twelve inches (12") above the soil line when planted, provided the total cross-sectional area of replacement trees is not less than fifteen (15%) percent ~~ten percent (10%)~~ of the total area of specimen trees in sound condition that are being removed. Existing saved

specimen trees will be credited toward meeting these requirements. The maximum number of specimen trees to be removed shall be limited as stated in section ~~3-04(a)~~~~3-03(d)~~, and replacement trees shall meet the materials specifications stated in section ~~3-05(d)~~. 3-04(c).

- e. Mitigation for specimen trees normally requires multiples of four and one-half-inch (4½") caliper trees as the minimum size to serve as replacements. If the applicant wishes to plant trees larger than four and one-half-inch (4½") caliper, but not less than two and one-half-inch (2½") caliper, as long as the total cross-sectional area remains the same, and the number of trees required remains constant. (This does not apply in parking lot islands, where the required minimum size is three and one-half-inch (3½") caliper.)
- f. Protected and specimen tree mitigation forms are located on the City website.
- ~~f.~~ g. On-site tree replacement requirements may be reduced by the landscape architect if, in his opinion, adequate tree cover can be provided with less than the required number of replacement trees or if on-site conditions make conformance impractical. This determination shall be subject to the review and approval of the ~~SPRC~~ Site Plan Review Committee and must be based on a complete tree survey and tree preservation plan. ~~Where tree replacement requirements are reduced or waived, the applicant shall install the balance of the required replacement trees on sites (public properties, including rights of way) in the city to be selected by the landscape architect. Where, in the opinion of the landscape architect, there are no suitable sites for such plantings, the applicant shall pay an amount equal to ten percent (10%) of the cross-sectional area of the tree removed, multiplied by the current nationally accepted value per square inch of tree diameter at breast height \$33.00 for example of calculation, not a set standard price), the cost of providing such trees, as determined by the landscape architect, into a city tree replacement fund. The applicant shall pay the following tree mitigation as follows:~~
 1. ~~Protected trees: four and ninety three hundredths (4.93) square inches equal the cross-sectional area of a two and one-half inch (2½") caliper tree; (example: four and ninety three hundredths (4.93) times \$33.00 (accepted national value per square inch equals \$163.00 per tree, rounded to the nearest dollar)).~~ Protected tree mitigation form is based on the number of trees to be mitigated. The installed cost for (1) two and one-half inch (2.5") caliper tree is \$324.00. For example, if the protected tree mitigation form has five (5) trees to be mitigated the total cost is \$1,620 dollars.
 2. ~~Specimen trees: fifteen percent (15%) ten percent (10%) of cross sectional area times \$27.00 \$33.00; Cross sectional area is determined by squaring the radius and then multiplying by 3.14 (example for a twenty-inch (20") oak tree: ten inches (10") times ten inches (10")~~

~~times 3.14 equals 314" cross sectional inches times fifteen percent (15%) equals forty-seven point one (47.1) times \$33.00 equals \$1,554 (rounded to the nearest dollar). twenty inches (20") times 3.1416 equals 62.83; sixty-two point eighty-three times (62.83) times (0.08) equals 315.8 square inches of cross sectional area; three hundred fifteen and eight tenths (315.8) times fifteen percent (15%) ten percent (10%) equals thirty one and fifty eight hundredths (31.58); thirty one and fifty eight hundredths (31.58) times \$27.00 equals \$853.00 (rounded to the nearest dollar).~~

- ~~g.~~ h. Tree replacement requirements may be waived for silviculture areas where the trees were planted for the purpose of harvesting and the business is active and bona fide.
- ~~h.~~ i. An exception to the tree replacement requirements can be made for former pine tree farms or sites in which a monoculture of pine trees exists. A site shall qualify as a monoculture if at least ninety percent (90%) of the existing trees are pine trees with a density greater than one hundred (100) trees per acre. Such areas will not require replacement of the pines that must be removed for purposes of road rights-of-way, utility easements, septic systems, building structures, parking or retention areas or if the site is to be used for agricultural purposes. All other purposes of removal will be subject to replacement as outlined in this section. Specimen trees in these areas are not exempt from replacement requirements.
- ~~i.~~ j. Where there is inadequate room on the site to meet tree mitigation, replacement and/or minimum tree requirements, contributions are to be made to a citywide tree replacement fund.
- ~~j.~~ k. Any protected or specimen trees which are diseased will not be required mitigation as determined by the landscape architect. If trees are to be removed without consent of the landscape architect or a permit, mitigation will be required.
- ~~k.~~ l. Prior to issuance of a certificate of occupancy, the site shall meet the required trees and mitigation requirements, as set forth within this article.
- m. Specimen trees on existing single-family and duplex lots removed without a tree removal permit shall not receive specimen tree credit for existing specimen trees saved per the specimen tree mitigation form.

(2) *Exceptions.*

a. *Waiver.*

1. When a site contains a cumulative number of protected and specimen trees that is fifty (50) or more per acre, then the applicant may request that the tree replacement requirement for building footprints, driveways, sidewalks, streets and parking areas be waived by the ~~SPRC~~

Site Plan Review Committee, upon consideration of the landscape architect and provided that all of the following conditions are met:

- (i) The total amount of impervious surface on the site does not exceed seventy percent (70%).
- (ii) The amount of landscaping and open space area is increased above the minimum requirements for that site and development by ten percent (10%) of the total gross area used to calculate the minimum requirement.
- (iii) The number of driveways shall be the minimum required by this Land Development Code, by the county, and/or by the state department of transportation.
- (iv) The waiver for streets and sidewalks shall apply only to the width of the paved area.
- (v) The waiver for parking areas shall be consistent with the following criteria:
 - A. All protected trees located within the required parking areas shall be exempt from replacement calculations.
 - B. The percentage of protected trees located in parking areas that is equal to the excess percentage of proposed parking spaces provided above the minimum standards shall be subject to the tree replacement requirements.
 - C. All specimen trees located within the parking area shall be subject to tree replacement, ~~but in no event shall the amount exceed three (3) four and one half inch (4½") caliper trees per specimen tree.~~
- (vi) The ~~SPRC~~ Site Plan Review Committee determines that the development plan has made every effort to locate improvements to avoid the removal of existing tree cover and to ensure the maximum protection of trees.

~~2. When a site contains a cumulative number of protected and specimen trees that is less than fifty (50) trees per acre, then the applicant may request that fifty percent (50%) of the tree replacement requirements for building footprints, driveways, sidewalks, streets and parking areas be waived by the SPRC, upon consideration of the recommendation of the landscape architect and provided that all of the conditions listed in subsection (c)(2)a1 of this section are met.~~

b. *Appeal.* After receiving the decision of the SPRC Site Plan Review Committee, the applicant may request an appeal in accordance with section 1-19.

SECTION SEVEN. Section 3-05, Landscape and irrigation plan requirements, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

- (a) *Purpose and intent.* Landscaping shall be provided and properly maintained for all property upon which a development is authorized by the city in a site plan, subdivision plat, or planned development. Landscaping shall be conceived in a total pattern throughout the site, integrating the various elements of site design, preserving and enhancing the particular identity of the site, establishing buffers to adjacent properties, and creating a pleasing site character. The following standards apply to new development and redevelopment of existing sites. In situations where the placement or type of plant required by this article does not conform to buffer or landscape requirements, ~~accepted landscaping and horticultural practices~~, then the city's landscape architect may approve alternate locations and/or plants and landscape material.
- (b) *Plan submittal.* The following standards shall apply to all new development subject to the site plan submittal requirements of chapter 4, article I of this Land Development Code including common areas within subdivisions:
 - (1) A landscape plan prepared by a person registered as a landscape architect under F.S. ch. 481, pt. II (F.S. § 481.301 et seq.), shall be submitted in conjunction with any development requiring site plan approval. The plan shall include all items related to trees and tree protection, as well as the grade, type, size (height, spread, container, gallonage, field grown), and keyed out quantities and location of plant materials. Planting details (City) and specifications shall be included. All landscape plan sheets shall be signed and sealed.
 - (2) An irrigation plan prepared by a person qualified under subsection (b)(1) of this section, or licensed with the county and must show proof of an irrigation competency card, showing water source, backflow prevention, location of lines, and location and type of sprinkler heads shall be submitted with all landscape plans, ~~except those relying totally on xeric plantings, in which case a detailed statement on maintenance shall be submitted.~~ All irrigation plans and detail sheets shall be signed by a person qualified to prepare such plans and shall meet the standards of this article. Any wells that are proposed shall be consistent with article V of this chapter.
- (c) *Landscape design standards.*
 - (1) A minimum of twenty percent (20%) of the total gross area of the site shall be utilized for landscaping areas in all districts except sites located in the Greenbelt Overlay District shall have a minimum of thirty percent (30%) of the first two hundred feet (200') of the site measured from the right-of-way line and running parallel thereto as landscaping area. Landscape buffer areas and interior landscape areas may be used to calculate this requirement. The

landscaped areas shall be located on the site in such manner as to maximize preservation of existing trees, with priority given to specimen trees.

- (2) At least fifty percent (50%) of the landscaped area shall be drought tolerant ~~of xeric plantings~~ (as defined by The Florida Friendly Landscaping Guide to Plant Selection & Landscape Design, in section 1-22, ~~xeric trees and plants~~), requiring a minimum of irrigation (as defined in section 1-22). Drought tolerant ~~Xeric~~ plants are to be grouped within the same irrigation zones, such that there are no high-water requirement plantings in the area.
- (3) At least fifty percent (50%) of all required shrubs and ground covers shall be of a native species, excluding the Greenbelt and Gateway Preservation District.
- (4) At least seventy-five percent (75%) of the required trees shall be native shade trees. If conflicts occur where shade trees are not appropriate than a native palm or understory tree shall be planted. For the beachside from John Anderson east, the 75% native tree requirement will be satisfied with native understory trees and palms when canopy trees are not appropriate.
- (3) (5) Stormwater retention areas and grading are not allowed within required landscape buffers or any preservation areas. more than two feet (2') in depth from finished grade shall not be credited toward meeting the minimum landscaping requirement unless they are heavily wooded, shown to remain at natural grade and are vegetated with plant types that have a high potential for survival.
- (4) (6) Existing trees and palms are normally credited toward meeting the minimum standards at a size of six-inch (6") caliper or above, and ten-inch (10") caliper and above for pines, but as an incentive to saving understory vegetation and trees, areas within a development may be designated as natural vegetation areas where the natural grade and existing vegetation is to remain ~~predominantly~~ undisturbed, or is replanted. Trees which are located in such areas, that are not listed as exempt, and have a caliper of ~~two-inch (2"-5.99")~~ DBH for non-protected trees and pine trees from (2"-9.99") DBH, or larger, shall be credited to meet the required gross area landscape requirement and tree removal mitigation requirements. Plans submitted where this is the intention shall provide a survey of these trees and locate on the plan the trees that are to be saved and used as a credit toward the tree requirements.
- (7) Statistical tree surveys of 100'x100' sampling area will be used to survey natural preservation and wetland areas to remain only. The sampling area excludes landscape buffers. All specimen trees will be surveyed in statistical tree survey areas. The number of samplings will be one per five acres, however the landscape architect may require more and will be determined with the project. All proposed improvements and disturbed/impacted areas will require a tree survey per section 3-03(4)(b)(3).
- (5) (8) No less than fifty percent (50%) of the required landscaped area shall be interior landscaping (e.g., exclusive of required buffer areas). Interior

landscaping shall be located around the periphery of structures and interspersed throughout parking or intensive vehicular use areas, as follows:

- a. The amount of interior landscaping of the parking or vehicular use area shall amount to no less than ten percent (10%) of the total area used for the related purpose, plus accessways.
 - b. If the application of this requirement will substantially limit the function of a paved vehicular use area such as a loading bay or service area, new or used car lot, and service station bays, then up to one-half (½) of the ten percent (10%) may be located near the perimeter of the paved area adjacent to buildings or streets. Such relocated landscape area shall be in addition to the standard buffer and landscape requirements.
- ~~(6)~~ (9) A minimum of one (1) landscaped island shall be provided for every ten ~~(10)~~ parking spaces, as follows:
- a. Each island shall contain a minimum of one (1) tree which is at least three and one-half-inch (3½") caliper and of a hardwood variety. For the purpose of accent or landscape design, other trees may be used if approved by the landscape architect. See subsection (c)(14) ~~(c)(11)~~ of this section which would also apply.
 - b. Islands shall be located to divide the groups of parking spaces in order to relieve large paved areas and ensure orderly traffic circulation.
 - c. Curbing shall be required around the perimeter of the island unless waived by the Site Plan Review Committee (SPRC), based on the ~~overall landscape~~ and stormwater management plan.
 - d. The size of the island shall be a minimum width of ten feet (10') ~~nine feet (9')~~, as measured from the ~~exterior~~ interior side of the curb, and a minimum area of one two hundred (200) sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six feet (6') wide measured interior side of the curb, and one hundred twenty (120) ~~(100)~~ square feet of area, ~~if understory trees or palms are used are East Palatka holly, bald cypress Glossy Privet or palms, upon approval of the city landscape architect.~~
 - e. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.
 - f. A minimum of seventy-five ~~fifty~~ percent (75%) of native shade trees shall be used in parking lot areas to reduce the heat island effect. If conflicts occur with overhead utilities or light poles a native understory tree shall be used to meet the percentage requirement.
 - f.g. A waiver of the required ten (10) parking spaces without an island can be authorized by the ~~city~~ landscape architect if, in ~~his~~ their opinion, an existing

tree ~~can be saved~~ is preservable and in a planned row of parking. In no case shall there be more than fifteen (15) parking spaces without an island.

- (7) ~~(10)~~ A minimum five-foot (5') wide landscaped area, consisting primarily of shrubbery, shall be provided along the sides of the building which abut a parking area or driveway serving a parking lot. Where a sidewalk is provided adjacent to the building, a minimum five-foot (5') wide landscaped area shall be provided between the building and the sidewalk. This requirement can be modified for certain portions of a building that cannot be seen by the public from adjacent rights-of-way, and from adjacent property, however, the plants normally required for this area shall be relocated to other areas with the site. ~~on the site to an area or areas that plantings are not required, (e.g., parking lot buffers and islands, wall plantings, etc.).~~ The landscape architect may approve alternative designs utilizing decorative planters that abut parking areas. The planters shall have a minimum inside diameter of two feet (2') and spaced at six-foot (6') intervals or a spacing that complements the building elevations; however, no spacing shall exceed ten-foot (10') intervals.
- (8) ~~(11)~~ All development shall meet the general and design standards for promoting tree protection of section 3-04.
- (9) ~~(12)~~ All single-family or duplex lots shall either have one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. At least one (1) required tree shall be located in the front yard and at least one (1) required tree shall be located in the rear yard.
- ~~(10)~~ ~~(13)~~ Where impervious surface is constructed ~~over~~ seventy-five percent (75%) or more of the distance around the ground area ~~within fifteen feet (15')~~ of the base of a tree, a Geogrid Sandwich shall be installed per section 3-04(b)(8)(b) and root barrier shall be extended down thirty-six inches (36"). ~~to the full depth of the linerock base.~~
- ~~(11)~~ ~~(14)~~ Landscaped areas shall have a minimum variety of two (2) living plant materials other than trees. The total of all landscaped areas shall include a minimum variety of three (3) living plant materials ~~other than~~ including trees.
- ~~(15)~~ To encourage pollinators at least 25 percent of the landscape area shall use flowering plants located around signage, flanking driveways, at property and building corners, under trees, or elsewhere to present a balanced and colorful accent to the remaining landscaped area.
- ~~(16)~~ Continuous landscape areas shall be located adjacent to all building perimeters at a minimum depth of five feet. The depth of the building perimeter landscape areas shall be measured clear of any building roof overhangs. For parking garages and decks, the minimum landscape depth shall be ten feet.
- ~~(17)~~ Trees shall be placed in the building perimeter landscape area at the corners of the building and along the building facade so that there is at least one tree

per building side and no more than 50 lineal feet of wall between trees. If palms are used they are planted at a ratio of three palms equals one required tree.

- (12) (18) All existing street right-of-way areas and existing landscaping disturbed by construction shall be resodded or otherwise restored as approved by the landscape architect. In subdivisions or other development involving the creation of new streets, right-of-way areas shall, at a minimum, be sodded along the edge of curb or pavement with the remaining right-of-way area to be seeded and mulched. (The minimum width of sod is to be sixteen inches (16")). Full sodding of rights-of-way may be required by city engineer if erosion conditions warrant.
- (13) (19) New development or existing development which uses or proposes to withdraw water for landscape irrigation from a surface water or groundwater source which is critical in limiting saltwater intrusion shall employ and/or preserve native vegetation, or use other species with drought resistant properties, for landscaping to the greatest extent practicable. Native or drought resistant plants include, but are not limited to, those in the Florida Native Plant Society's Native Plants for Landscaping in Florida, Waterwise Florida Landscapes or comparable guidelines prepared by the Florida Friendly Landscaping (FFL), Pawpaw Florida Native Plant Society (FNPS) and University of Florida Institute of Food and Agricultural Services (IFAS). FDACS, FGFWFC, FDEP, ECFRPC or the WMDs.
- (14) (20) All planting areas shall be mulched with a three-inch (3") depth of mulching material. The type of mulching material to be used is to be specified on the landscape plan and is subject to approval of the landscape architect. All mulch material shall be grade A mulch that is free of weeds and consist of organic material.
- (15) (21) All subdivision or other developments involving the creation of new streets shall include the planting of street trees ~~in the rights-of-way~~ after they are cleared and utilities are installed.
- a. Trees shall be of a hardwood variety approved by the landscape architect and installed at intervals of approximately one (1) tree for every fifty (50) linear feet of roadway along common areas and on both sides of the road. The street trees shall be planted a minimum of 11' feet from the back of sidewalks when applicable. If not applicable, then a root barrier shall be installed per section 3-04(b).
 - b. Where the right-of-way is adjacent to a homeowner's lot, one (1) street tree shall be planted in line with the adjoining property line on either side of the lot.
 - c. If the lot is greater in width than one hundred feet (100'), then one (1) additional tree shall be placed between the other two (2) required trees.

- d. The size for such trees shall be two and one-half-inch (2½") caliper measured six inches (6") above grade.
- e. Tree location is to be coordinated with the street lighting program. When small lot widths are used and limited front yard depth, a native understory tree may be used instead of canopy trees.
- f. There is a separation requirement when trees are planted near underground utilities which will be determined by utilities manager. Trees are subject to authorization by the utilities manager after giving consideration to impact on underground utilities.
- g. Trees shall not be planted closer than allowed and shall follow the planting spacing distance requirements allowed for the speed of the street. ~~than will allow adequate recovery room given maximum speed on the street.~~
- h. If irrigation is not provided by the developer for street trees, the planting of those trees can be postponed until the adjacent lot is developed. Requirements for the planting of the trees shall be part of the HOA documents and a condition for issuance of a building permit.
- i. In rights-of-way that are not completely cleared and where there is a preserved and existing tree of at least two inches (2") DBH within the fifty-foot (50') interval distance, then this will meet the requirement.
- j. Where medians are present, and shade trees are planted or existing at a minimum spacing of fifty feet (50') on-center in the medians, then the requirement for planting street trees in the right-of-way on both sides of the road can be waived within the median section only.
- k. A cross section of the road right-of-way where the street trees will be planted must be submitted showing the location for all proposed utilities and designating a planting zone for the replacement of street trees. If, in the opinion of the city engineer and the utilities manager, there is not sufficient room in the right-of-way to plant the trees due to conflicts with underground utilities, then the trees may be shifted onto private property, and installed when the lot is developed. ~~In no case shall trees be further than five feet (5') outside the right-of-way line.~~
- l. Any street trees missing, dead or removed, shall be replaced per the approved street tree plan for the subdivision.
- (16) (22) Except for single-family homes and duplexes, protection such as bumper blocks, curbs, bollards and plant beds, shall be provided for tree trunks and stems located in or adjacent to parking lots, driveways or other vehicular use areas. Such protection devices shall be placed at least eight feet (8') away from the perimeter of the tree trunk or stem.
- (17) (23) Landscaped islands and medians within the public rights-of-way shall conform with article V of this chapter.

~~(18)~~ (24) Concerning masonry walls, whether they be buffer walls, retaining walls, entry feature walls, or freestanding walls, these walls must have no more than thirty (30) linear feet of wall face devoid of plantings. A planting will be defined as a minimum of thirty (30) square feet of planted area consisting of a minimum of two (2) types of plant material that will be tall enough to soften the blank look of the wall. Where wall occurs on property lines, plantings will only be required on the developer's side of the wall. If a masonry wall is required by this article in order to buffer adjacent uses or properties and the wall is to be located within ten feet (10') ~~eight feet (8')~~ of a specimen tree to be preserved on-site, then a lintel system or similarly-designed wall system shall be required.

~~(19)~~ (25) Sign landscaping area. All free-standing business site identification signs, as defined in article IV of this chapter, shall have a landscape planting area and shall be designed and installed at the base of all freestanding, ground and monument signs and shall cover a minimum area equal to two (2) times the outside dimensions of the sign face and its supporting structure. The entire sign landscape area shall be planted with shrubs, ground cover, trees and sod. Sign landscaping shall not count towards meeting roadway buffer yard landscape requirements. One (1) shrub shall be provided for every fifteen (15) square feet of sign area landscaping and one (1) ground cover plant shall be provided for every four (4) square feet of landscape area. One (1) tree or three (3) palms shall be provided for every three hundred (300) square feet of landscaping area or portion thereof, with a minimum of one (1) tree or three (3) palms being provided per monument and freestanding sign. If there isn't enough room or is a visibility conflict, the trees or palm are still required, but they must be relocated to other appropriate areas within the site or three (3) accent plants per three hundred (300) square feet may be used instead of the trees or palms, if approved by the landscape architect.

(d) *Plant materials.*

- (1) *Materials grade.* All plant materials shall conform to the standards for Florida No. 1 or better, as described in the current grades and standards for nursery plants, state department of agriculture and consumer services or their equal, as determined by the landscape architect.
- (2) *Trees.* Tree shall be a minimum overall height of ten feet (10') at the time of planting and have a caliper of two and one-half inches (2½"). Trees shall be self-supporting woody plants and shall have an average mature spread of crown greater than fifteen feet (15') at maturity. Trees with a mature spread of crown less than fifteen feet (15') may be utilized by grouping such trees to create the equivalent of fifteen-foot (15') spread of crown. Trees, other than specimen tree replacements, shall have a minimum caliper of two and one-half inches (2½") as measured six inches (6") above ground level when planted. If multi-trunk trees are used to satisfy the tree requirements (equals two (2) tree credits), the sum of all the trunks must equal six-inch (6") caliper minimum.

Also, trees planted within twelve feet (12') of a street or other public use or utility shall be selected from a list of trees prepared by the landscape architect. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall follow guidelines approved by the latest edition of FPL Plant the Right Tree in the Right Place for North and Central Florida.

- (3) *Palms*. Palms shall be a minimum overall height of ten feet (10') at the time of planting. Three (3) palms must be planted as a cluster to equal as one (1) required tree, except that specimen palms (*Phoenix* spp.) shall equal one (1) required tree.
- (4) *Shrubs and hedges*. Shrubs and hedges shall be self-supporting, woody evergreen species normally grown in this area. All shrubs used in landscaping shall be a minimum of eighteen inches (18") ~~feet (18')~~ in height at the time of planting; provided, however, that when they are used as a screening hedge, they shall be a minimum of twenty-four inches (24") in height at the time of planting, or have a bermed planting area, such that the top of the shrubs are a minimum of twenty-four inches (24") above the adjacent paved parking area. Hedges, where required, shall be planted and maintained to form a continuous, unbroken, solid visual screen within a maximum of one (1) year after time of planting. Shrubs and hedges shall be spaced a minimum of twenty-four inches (24") on-center at the time of planting.
- (5) *Ground covers*. Ground covers include plant materials which normally reach a maximum height of not more than eighteen inches (18") ~~feet (18')~~ and may be used in lieu of grass. Ground covers must present a finished appearance and reasonably complete coverage within one year after planting. The spacing of clumping ground covers shall be no more than eighteen inches (18") ~~feet (18')~~ on-center and the spacing of spreading ground covers shall be no more than twenty-four inches (24") ~~feet (24')~~ on-center at the time of planting.
- (6) *Lawn grass*. Grass areas shall be planted in a species normally grown as permanent lawns in East Central Florida. They may be sodded, plugged, sprigged or seeded, if approved by landscape architect, except that solid sod shall be used in swales or other areas subject to erosion. In areas where other than solid sod is used, nursegrass seed shall be sown for immediate effect and protection until coverage is otherwise achieved. Grass sod shall be clean and reasonably free of weeds and noxious pests or diseases.
- (7) A variety of tree species shall be provided, when the number of trees required is 1-10, then 2 different genus species are required for each category, 11-20, 3 species, 21-30, 5 species, 31-40, 7 species and 41+, 9 species are required.
- ~~(7) (8) Prohibited trees. Trees listed as exempt may not be utilized in any landscape plan, except where such species may, in the opinion of the landscape architect, be particularly suited to a site or a portion of a site.~~

- (8) (9) *Prohibited plant materials.* Refer to the Florida Invasive Species Council brochure (floridainvasives.org) for a complete listing of plant materials that shall be prohibited and shall not be used within any landscape plan. In addition to the trees listed in subsection (d)(7) of this section, certain plant materials are prohibited because of excessive or otherwise serious insect or disease problems, extremely poisonous qualities, allergenic effects, ecological considerations, or other reasons for the good of the public. The following list of plant materials shall be prohibited and shall not be used within any landscape plan approved by the city:

PROHIBITED INVASIVE EXOTIC TREES AND PLANTS

Air potato	<i>Dioscorea bulbifera</i>
Alligator weed	<i>Alternanthera philoxeroides</i>
Arrowhead vine	<i>Synгонium podophyllum</i>
Asian marshweed	<i>Limnophila sessiliflora</i>
Asian sword fern	<i>Nephrolepis multiflora</i>
Australian pine, suckering	<i>Casuarina glauca</i>
Australian pine	<i>Casuarina equisetifolia</i>
Begonia	<i>Begonia cucullata</i>
Bischofia	<i>Bischofia javanica</i>
Bow string hemp	<i>Sansivieria hyacinthoides</i>
Brazilian jasmine	<i>Jasminum fluminense</i>
Brazilian pepper	<i>Schinus terbinthifolius</i>
Calico flower	<i>Aristolochia littoralis</i>
Camphor	<i>Cinnamomum camphora</i>
Carrotwood	<i>Caupaniopsis anacardioides</i>
Castor bean	<i>Ricinus communis</i>
Cat's claw vine	<i>Macfadyena unguis-cati</i>
Catclaw mimosa	<i>Mimosa pigra</i>
Chinaberry	<i>Melia azedarach</i>
Chinese brake fern	<i>Pteris vittata</i>
Chinese tallow	<i>Sapium sebiferum</i>
Climbing cassia	<i>Seena pendula</i>
Cogon grass	<i>Imperata cylindrica</i>
Coral ardisia	<i>Ardisia crenata</i>
Coral vine	<i>Anitgononleptopus</i>
Day jessamine	<i>Cestrum diurnum</i>
Downy Road myrtle	<i>Rhodomyrtus tomentosa</i>
Dwarf papyrus	<i>Cyperus prolifer</i>
Ear tree	<i>Enterolobium cyclocarpum</i>
Earleaf accacia	<i>Acacia auriculformis</i>
Eucalyptus	<i>Eucalyptus species</i>
Eurasian water milfoil	<i>Myrolphyllum spicatum</i>
Flamegold tree	<i>Koelreuteria elegans</i>

-Ganges primrose	<i>Asystasia gangetica</i>
-Glossy privet	<i>Ligustrum lucidum</i>
-Gold coast jasmine	<i>Jasminum dicotolum</i>
-Green hydro	<i>Hydrophila polysperma</i>
-Ground orchid	<i>Oeceoclades maculata</i>
-Guava	<i>Psidium guajava</i>
-Hydrilla	<i>Hydrilla verticillata</i>
-Inch plant	<i>Callisia fragrans</i>
-Indian rosewood	<i>Dalberia sissoo</i>
-Jambolan	<i>Syzygium cumini</i>
-Japanese climbing fern	<i>Lygodium japonicum</i>
-Japanese honeysuckle	<i>Lonicera japonica</i>
-Kopsia	<i>Ochrosia cecilipta</i>
-Kudzu	<i>Pueraria montan</i>
-Laurel fig	<i>Ficus microcarpa</i>
-Lead tree	<i>Leucaena leucocephala</i>
-Mahoe, sea hibiscus	<i>Hibiscus tiliaceus</i>
-Melaleuca, paper bark	<i>Melaleuca quinqueveneria</i>
-Mexican petunia	<i>Reuellia brittoniana</i>
-Napier grass	<i>Pennisetum purpureum</i>
-Natal grass	<i>Rhynchosyris repens</i>
-Old world climbing fern	<i>Lygodium microphyllum</i>
-Orchid tree	<i>Bauhinia variegata</i>
-Paper mulberry	<i>Broussonetia papyrifera</i>
-Para grass	<i>Urochloa mutica</i>
-Pothos	<i>Aureum</i>
-Punk tree	<i>Melaleuca leucadendron</i>
-Purple sesban	<i>Sesbania punicea</i>
-Rosary pea	<i>Abrus precatorius</i>
-Rubber vine	<i>Cryptostegia madagascariensis</i>
-Scaevola, half flower	<i>Scaevola sericea</i>
-Schefflera, Queensland umbrella tree	<i>Schefflera actinophylla</i>
-Seaside mahoe	<i>Thespesia populnea</i>
-Silkoak	<i>Grevillea robusta</i>
-Sisal hemp	<i>Agave sisalana</i>
-Skunk vine	<i>Paederia foetida</i>
-Stinking passion flower	<i>Passiflora foetida</i>
-Strawberry guava	<i>Psidium cattleianum</i>
-Torpedo grass	<i>Panicum repens</i>
-Tropical soda apple	<i>Solanum viarum</i>
-Tung oil tree	<i>Aleurites fordii</i>
-Water lettuce	<i>Pistia stratiotes</i>

Wetland night shade	<i>Solomon tampicense</i>
White flowered wandering Jew	<i>Tradescantia fluminensis</i>
Wild taro	<i>Caolocasia-esculenta</i>
Winged yam	<i>Dioscorea alata</i>
Woman's tongue	<i>Albizia lebbbeck</i>

- (9) ~~(10)~~ *Prohibited material*. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this article.
- (11) *Plant Materials List. (This is just a guide and other plant materials may be acceptable*, subject to the determination of the landscape architect). Volusia County is in Plant Hardiness Zone 9A and 9B, plants listed below represent these zones.

<u>Trees Native</u>	<u>Trees Non-Native (Cultivated)</u>
<u>Holly spp.</u> <u>American Holly</u> <u>Dahoon Holly</u> <u>East Palatka Holly</u> <u>Eagleston Holly</u> <u>Nellie R Stevens Holly</u> <u>Yaupon Holly</u>	<u>Holly spp.</u> <u>Nellie R Stevens Holly</u> <u>Crape Myrtle spp.</u> <u>Lavendar Crape Myrtle ‘Muskogee’</u> <u>White Crape Myrtle ‘Natchez’</u> <u>Red Crape Myrtle ‘Tuskegee’</u> <u>Red Crape Myrtle ‘Tuscarora’ Multi-Trunk</u>
<u>Cypress spp.</u> <u>Bald Cypress</u> <u>Pond Cypress</u> <u>Elm spp.</u> <u>American Elm</u> <u>Winged Elm</u>	<u>Elm spp.</u> <u>Allee Elm</u> <u>Bosque Elm</u> <u>Chinese/Lacebark Elm</u> <u>Drake Elm</u>
	<u>Other Trees Non-Native (Cultivated)</u>
<u>Magnolia spp.</u> <u>Bracken Brown Magnolia</u> <u>D.D. Blanchard Magnolia</u> <u>Little Gem Magnolia</u> <u>Ms. Chloe Southern Magnolia</u> <u>Southern Magnolia</u> <u>Sweet Bay Magnolia</u>	<u>Carolina Ash</u> <u>Erect or Weeping Bottlebrush</u> <u>Japanese Blueberry</u> <u>Jerusalem Thorn</u> <u>Ligustrum Tree Form</u> <u>Loquat</u> <u>Majestic Beauty Hawthorn Std.</u> <u>Pink, White or Calypso Oleander Std.</u> <u>Spartan Juniper</u> <u>Sycamore</u>

<u>Oak spp.</u> <u>Cathedral Oak</u> <u>Highrise Live Oak</u> <u>Laurel Oak</u> <u>Live Oak</u> <u>Myrtle Oak</u> <u>Nuttall Oak</u> <u>Sand Live Oak (B)</u> <u>Shumard Oak</u> <u>Turkey Oak</u> <u>Willow Oak</u>	<u>Note: Std. refers to Tree Form</u> <u>Std. = Standard</u> (B) = Acceptable Beachside Plantings that have a <u>high</u> salt tolerance
<u>Pine spp.</u> <u>Densa Pine</u> <u>Loblolly Pine</u> <u>Longleaf Pine</u> <u>Slash Pine</u>	
<u>Other Trees Native</u> <u>Cherry Laurel</u> <u>Eastern Red Cedar</u> <u>Loblolly Bay</u> <u>Juniper Brodie</u> <u>Pignut Hickory</u> <u>Red Maple</u> <u>Redbud</u> <u>Red Bay</u> <u>River Birch</u> <u>Seagrape Std. (B)</u> <u>Southern Red Cedar (B)</u> <u>Sweet Gum</u> <u>Wax Myrtle</u> <u>White Ash</u> <u>Yaupon Holly</u>	
<u>Palms Native</u> <u>Cabbage palm (B)</u> <u>Needle Palm</u>	<u>Palms Non-Native (Cultivated)</u> <u>Chinese Fan palm (B)</u> <u>Canary Island Date palm (B)</u> <u>Carnavon Gorge palm</u> <u>Medjool palm (B)</u> <u>Phoenix spp.(B)</u> <u>Pindo palm (B)</u> <u>Queen palm</u> <u>Senegal Date palm</u> <u>Reclinata palm (B)</u> <u>Silver Bismarck palm (B)</u>

	<u>Sylvester palm (B)</u> <u>Washington palm (B)</u> <u>Windmill palm (B)</u>
<u>Shrubs Native</u>	<u>Shrubs Non-Native (Cultivated)</u>
<u>Adams Needle</u>	<u>African Bush Daisy</u>
<u>American Beautyberry</u>	<u>African Iris (White or Yellow)</u>
<u>Bay Cedar</u>	<u>Agave spp. (B)</u>
<u>Beach Elder (B)</u>	<u>Azalea spp.</u>
<u>Beach Verbena</u>	<u>Blue Lily of The Nile</u>
<u>Black-Eyed Susan</u>	<u>Bottlebrush (Bush Form)</u>
<u>Blazing Star</u>	<u>Boxwood</u>
<u>Blue Flag Iris</u>	<u>Burford Holly</u>
<u>Blue-stem palmetto</u>	<u>Cardboard Plant (B)</u>
<u>Butterfly Weed</u>	<u>Copperleaf Plant</u>
<u>Buttonbush</u>	<u>Cornuta Holly</u>
<u>Buttonsage Lantana</u>	<u>Croton spp.</u>
<u>Coontie (B)</u>	<u>Gardenia (Bush Form)</u>
<u>Coralbean</u>	<u>Glossy Privet (Ligustrum)</u>
<u>Darrowii Blueberry</u>	<u>Hawaiian Ti Plant spp.</u>
<u>Dwarf Blue-Stem Palmetto</u>	<u>Hibiscus spp.</u>
<u>Dwarf Yaupon Holly</u>	<u>Japanese Yew</u>
<u>Firebush</u>	<u>Jasmine spp.</u>
<u>Florida Anise</u>	<u>Juniper spp. (B)</u>
<u>Florida Flame Azalea</u>	<u>King Sago (B)</u>
<u>Florida Privet</u>	<u>Loropetalum</u>
<u>Florida's Native Sword Fern</u>	<u>Orange Bird</u>
<u>Gallberry</u>	<u>Petite Oleander (B)</u>
<u>Goldenrod</u>	<u>Philodendron spp.</u>
<u>Inkberry</u>	<u>Pineapple Guava (Feijoa)</u>
<u>Marlberry</u>	<u>Pittosporum (Green or Variegated) (B)</u>
<u>Pinxter Azalea</u>	<u>Plumbago spp.</u>
<u>Prickly Pear Cactus (B)</u>	<u>Sandankwa Viburnum</u>
<u>Saltbush (B)</u>	<u>Sweet Viburnum</u>
<u>Saw palmetto (B)</u>	<u>Variegated or Blueberry Flax Lily</u>
<u>Sea Lavender (B)</u>	<u>Variegated Schefflera 'Trinette'</u>
<u>Sea-Oxeye Daisy (B)</u>	<u>Yucca spp. (B)</u>
<u>Seagrape (B)</u>	
<u>Simpson Stoppers plus compacta (B)</u>	
<u>Spanish Bayonet (B)</u>	
<u>Spiderwort</u>	
<u>Stokes' Aster</u>	

<u>Tickseed</u>	
<u>Varnishleaf (B)</u>	
<u>Walter's Viburnum</u>	
<u>Wax Myrtle</u>	
<u>White Indigo Berry</u>	
<u>Wild Azalea</u>	
<u>Wild Blueberry</u>	
<u>Yellowtop (B)</u>	
<u>Ornamental Grasses Native</u>	<u>Ornamental Grasses Non-Native (Cultivated)</u>
<u>Bear Grass</u>	<u>Aztec Grass</u>
<u>Bluestem Grass</u>	<u>Fountain Grass (White or Red)</u>
<u>Fakahatchee Grass</u>	<u>Maiden Grass</u>
<u>Florida Gama Grass</u>	<u>Pampas Grass</u>
<u>Lovegrass spp.</u>	
<u>Muhly Grass (B)</u>	
<u>River Oats</u>	
<u>Sand Cordgrass (B)</u>	
<u>Saltgrass (B)</u>	
<u>Saltmeadow Cordgrass (B)</u>	
<u>Sea Oats (B)</u>	
<u>Wiregrass</u>	
<u>Ground Covers Native</u>	<u>Ground Covers Non-Native (Cultivated)</u>
<u>Blanket Flower (B)</u>	<u>Algerian Ivy</u>
<u>Blue-Eyed Grass</u>	<u>Asiatic Jasmine</u>
<u>Boston Fern</u>	<u>Baby Sun Rose</u>
<u>Dune Sunflower (B)</u>	<u>Blue Daze</u>
<u>Frogfruit</u>	<u>Bulbine (Orange or Yellow)</u>
<u>Gopher Apple</u>	<u>Crown of Thorns (B)</u>
<u>Morning Glory (B)</u>	<u>Daylily</u>
<u>Pineland Lantana</u>	<u>Dwarf Oyster Plant</u>
<u>Railroad Vine (B)</u>	<u>English Ivy</u>
<u>Rain Lily</u>	<u>Firecracker Plant</u>
<u>Sea Purslane (B)</u>	<u>Foxtail Fern</u>
<u>Sunshine Mimosa</u>	<u>Lantana spp.</u>
	<u>Liriope spp.</u>
	<u>Mondo Grass</u>
	<u>Perennial Peanut</u>
	<u>Portulaca (B)</u>
	<u>Purple Society Garlic (B)</u>
	<u>Purslane (B)</u>
	<u>Juniper spp.</u>

	<u>Blue Rug Juniper</u> <u>Parsonii Juniper</u> <u>Shore Juniper (B)</u>
<u>Vines Native</u>	<u>Vines Non-Native (Cultivated)</u>
<u>Coral Honeysuckle</u>	<u>Bougainvillea</u>
<u>Crossvine</u>	<u>Confederate Jasmine</u>
<u>Carolina Jessamine</u>	<u>Creeping Fig</u>
<u>Morning Glory</u>	<u>English Ivy</u>
<u>Purple & Corky-Stem</u> <u>Passionflower</u>	<u>Mandevilla</u>
<u>Railroad Vine</u>	<u>Purple & Corky-Stem</u>

(e) *Irrigation.*

- (1) The irrigation system shall be underground and designed to provide adequate irrigation to all landscaped areas. After installation, the system shall be regularly maintained as required under section 3-08.
- (2) Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs shall be used, wherever economically and environmentally feasible, to reduce groundwater or surface water withdrawals for water use applications which do not require potable water.
- (3) All commercial and residential irrigation systems must have a rain sensor cutoff device as required under state statutes that postpones future irrigation during periods of normal rainfall.
- (4) All plant material and trees that have been used to fulfill the requirements for fifty percent (50%) drought-tolerant or native plants must be irrigated separately on separate zones from non-drought-tolerant plant materials and grasses.
- (5) All landscaped areas are to be provided with automatic irrigation system shall provide one hundred percent (100%) coverage and fifty percent (50%) overlap at a minimum.
- (6) Irrigation systems shall be designed to avoid casting water on to adjacent right-of-way, paved parking surfaced, walkways or directly on to the sides of buildings or landscape buffer walls.
- (7) Irrigation shall only occur during those times, except for the first year or plant establishment, permitted by the county, the city and the St. Johns River Water Management District, whichever regulation is more restrictive applies.
- (8) Irrigation systems shall be maintained in working operational condition at all times. Such systems may be inspected by the landscape architect or other permitting authority, ~~chief building official~~ and if If found to be defective, the property owner shall be given written notice and directed to repair the system,

including modification to sprinkler casting areas, within ten (10) working days of the date of receipt of the notice. Failure to make such repair, or to submit a written interim proposal satisfactory to the landscape architect to maintain the landscaping, shall result in a hearing before the special magistrate.

(f) *Firewise landscaping requirements.*

- (1) The fire chief, in consultation with the planning director and landscape architect, has the authority to waive or reduce requirements in firewise areas based on the current or expected characteristics of the site, local area fire history, site location/overall terrain, prevailing winds/seasonal weather conditions, the vegetative communities present on adjacent property or insufficient parcel size.
- (2) Where firewise landscaping zone areas are required, landscape plans shall utilize firewise landscape design for portions of the site lot or parcel that are within fifty feet (50') of a building. The intent of the firewise landscape zone is to create a low-fuel zone at least thirty feet (30') wide on each building sides facing wooded or vegetated areas in order to provide space for fire suppression equipment and to reduce a buildings exposure to radiant heat from wildfire. This thirty-foot (30') wide buffer is called the firewise landscape zone. The following standards may be applied to a firewise landscape zone when required by the fire chief or landscape architect:
 - a. *Tree locations.* Required trees shall be planted at least thirty feet (30') from any building, as measured from the trunk of the tree to the nearest point of the structure. Required planted trees shall be located at least thirty feet (30') from other trees, where possible. If not possible, tree placement should be spaced apart instead of clustered. Based on the size and type of existing trees located within the firewise landscape zone, the landscape architect may approve their removal if the trunk is located within thirty feet (30') of a building, excluding historic trees, which shall require approval from the city commission before removal.
 - b. *Vegetation.* Landscape plants within this area should be strategically placed within and adjacent to the firewise zone to create separation between plants or plant cluster for the purpose of retarding the spread of fire and reducing radiant heat generated from highly concentrated vegetated areas. Plants and shrubs shall be fire resistant species accepted by the landscape architect. The landscape architect may require use of certain species over others based on their natural fire resistant characteristics.
 - c. *Irrigation system.* An irrigation system shall be required within the firewise landscape zone, ~~and shall not be waived for application of drought tolerant landscaping planted within the zone.~~
 - d. *Fences.* Wood fences shall not be constructed within any firewise landscape zone except where a sufficient clear zone occurs between the

fence and the adjacent wooded or vegetated area, as may be determined by the landscape architect.

- (3) Wildfire protection zone. A wildfire protection zone that averages no less than thirty feet (30') in width shall be placed along all perimeter boundaries of a planned development or residential subdivision that are exposed potential threat from wildfire impacts. The minimum width of the wildfire protection zone is twenty feet (20') as long as the minimum average width is met. As a guideline, wildfire protection zones may be a more appropriate design application.
- a. *Accessibility for emergency vehicles.* A path at least fourteen feet (14') wide shall be created to allow access for emergency vehicles. The access path shall be cleared of trees but ground vegetation shall be maintained to prevent soil erosion but shall be regularly maintained at a height less than twelve inches (12"). Trees removed to accommodate emergency vehicles pathways within wildfire protection zones are exempt from tree replacement requirements set forth in this article. Where soils under dry or drought conditions cannot support the passage of emergency vehicles, the fire chief may require that the all or applicable portions of the pathway be stabilized with suitable permeable material.
 - b. *Tree plantings within adjacent property.* Trees planted within residential lots abutting a wildfire protection zone shall be placed a distance of at least fifteen feet (15') from this zone.
 - c. *Landscape plants and trees.* Plants and trees planted within thirty feet (30') of a wildfire protection zone shall be fire resistant species. The landscape architect shall determine whether the species is considered fire resistant based on professionally acceptable sources such as, but not limited to, the U.S. Department of Forestry and the State Department of Agriculture and Consumer Services.
 - d. *On-going maintenance and management.* A property owner or property owner association shall be responsible for maintaining the emergency pathway in a condition acceptable to the fire chief. Vegetation within the wildfire protection zone shall also be pruned and/or removed according to a management plan that must be accepted by the city and recorded with the Clerk of the Circuit Courts. The management plan shall identify the minimum maintenance schedule and shall also stipulate that the property owner or property owners' association shall conduct vegetation maintenance within fourteen (14) days from the receipt of written notice from the fire chief.
 - e. *Firewise landscaping.* If a multiple family or nonresidential development will be located within fifty feet (50') of any wildfire protection zone, a firewise landscaping plan, as set forth in subsection (f)(2) of this section shall also apply to the development.

(4) Firewise requirements for planned development and new residential subdivisions. Subdivision plan and planned development applications for residential uses proposed in wildfire risk area an area considered a high or medium risk for wildfire, as determined by the fire chief, shall be required to comply with the following standards if required by the fire chief:

a. *Fuel reduction and mitigation strategies.* To reduce fuel material for wildfires prior to issuance of any building permits within the subdivision or planned development, the developer/applicant shall complete the following:

1. Tree canopies within fifty feet (50') of any structure shall be thinned by tree removal or by pruning of branches such that there is no more than seventy-five percent (75%) crown closure, as shall be determined by the landscape architect. Removal of protected trees, except ~~excepting~~ specimen trees, is exempt from tree mitigation requirements.
2. A prescribed burn shall be conducted according to the procedures set forth by the fire chief as part of the clearing and grading activities for the project. The applicant shall be responsible for all costs to have city fire department staff and equipment present if determined necessary by the fire chief. If a prescribed burn is not feasible because of climatic conditions, smoke limitations, proximity of existing development or other constraints, fuel mitigation strategies will be determined by the chief fire official.

b. *Access to common areas and conservation areas.* Subdivision plans shall include access to common areas and conservation areas where the size or location of such areas warrants emergency access lanes. The fire chief shall determine where such emergency access is needed.

c. *Ongoing maintenance plans for subdivision plans.* The developer/applicant shall prepare a greenbelt and/or conservation area maintenance plan that provides for the management of common areas for fuel reduction and hazard mitigation by the property owners' association. Such plan shall be incorporated into the code, conditions and restrictions recorded with the final plat.

(g) *Acceptance of improvements.*

(1) No application for building permit, land clearing permit, site development permit (subdivision) or grading and filling permit may be issued by the chief building official until the landscape architect has visited the development site and determined that the tree removal and protection is in accordance with the conditions stated in this article and in the approved site plan, subdivision plat, or grading and filling permit.

(2) Final ~~SPRC~~ Site Plan Review Committee acceptance of improvements included in the landscaping plans of the approved site plan will not be issued

until the landscape architect has determined that all landscaping, tree protection devices and operating irrigation systems have been installed in accordance with the approved plan. However, with the recommendation of the landscape architect, the chief building official may accept a guarantee that such landscaping or irrigation improvements will be completed within a maximum period of sixty (60) days. Said guarantee shall be in the form of a performance or surety bond, a certified check, or cash deposited in an escrow account. The amount of such guarantee shall be in an amount that is equal to one hundred fifty percent (150%) of the value of the materials and installation costs, as estimated by the developer's contractors and verified by the chief building official.

SECTION EIGHT. Section 3-06, Buffer area requirements, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

- (a) *(No change to existing text)*
- (b) *Buffer requirements.* Buffer requirements shall be determined by subtracting the land use intensity factor of the less intense use from that of the more intense use. The various land uses and corresponding intensity factors are shown in the following table:

Land Use	Intensity Factor
Agriculture (bona fide pasture or similar use)	<u>1</u>
Rural residential/rural estate (density less than one dwelling units per acre)	1
Suburban low density residential	2
Low density residential	2
Medium density residential	3
High density residential	4
<u>Institutional less than 0.5 ISR</u>	<u>4</u>
<u>Institutional 0.5-0.65 ISR</u>	<u>5</u>
<u>Institutional 0.66 ISR or greater</u>	<u>6</u>
Oceanfront tourist residential uses	5
Office, <u>Residential</u> , <u>Retail</u> less than 0.5 ISR	<u>4</u>
Office, <u>Residential</u> , <u>Retail</u> 0.5-0.65 ISR	<u>5</u>
Office, <u>Residential</u> , <u>Retail</u> 0.66 ISR or greater	<u>6</u>
General commercial <u>or Low intensity commercial</u> less than 0.5 ISR	5
General commercial <u>or Low intensity commercial</u> 0.5-0.65 ISR	6
General commercial <u>or Low intensity commercial</u> 0.66 ISR or greater	7
Heavy commercial less than 0.5 ISR	6

Heavy commercial 0.5-0.65 ISR	7
Heavy commercial 0.66 ISR or greater	8
<u>Highway Tourist Commercial less than 0.5 ISR</u>	<u>5</u>
<u>Highway Tourist Commercial 0.5-0.65 ISR</u>	<u>6</u>
<u>Highway Tourist Commercial 0.66 ISR or greater</u>	<u>7</u>
Industrial 0.65 ISR or less	8
Industrial 0.65 ISR or less	9
Outside storage	9
ISR refers to impervious surface ratio, or the ratio of impervious (building and paved) surface to total surface area. ISR measurement shall not include landscape buffers along rights-of-way as described in subsection (d) of this section.	

Once the applicable buffer calculations have been completed, the resulting number indicates the appropriate buffer design type, as shown by the table in subsection (d)(2) of this section.

- (c) *Roadway buffers.* In addition to the buffers required in subsection (b) of this section, all projects fronting a designated collector shall have a buffer of a design type 2, as shown in section (d) of this section. Those uses abutting an arterial roadway shall have a buffer of a design type 3, subsection (d) of this section. Road classification shall be based on the transportation element of the city's comprehensive plan. Those roadways designated as Greenbelt and Gateway Preservation Overlay Districts and within the Granada Bovard Streetscape Overlay District shall be exempt from these requirements and shall comply with standards as contained in this Land Development Code.

- (d) *(No change to existing text)*

- (e) *Material and design standards.* The following standards apply to new development and redevelopment of existing sites:

- (1) The landscaped buffer area shall include a minimum five-foot (5') wide visual evergreen screen constructed of plant materials which are selected, located, and maintained to provide a visual barrier that is designed to achieve ninety percent (90%) ~~forty percent (40%)~~ opacity within three (3) years from the time of installation between three feet (3') and six feet (6') above the average ground level of the landscaped buffer area when viewed horizontally.
- (2) Trees shall be established along the entire length of and contiguous to any property line at a maximum spacing of fifty feet (50') on-center. Points of access through landscaped buffer areas shall be excluded ~~included~~ in the linear spacing of trees contiguous to the property line.
- (3) Prior to the initiation of any construction activities, tree barricades shall be erected around selected trees and understory shrubs to be preserved. These tree barricades are required to be inspected by landscape architect or engineering site inspector prior to clearing. ~~in the landscaped buffer area will be marked for preservation by the landscape architect in cooperation with the developer.~~

- (4) Landscaped buffer areas intended to screen parking areas, dumpster pads or other site features shall be designed to achieve ninety percent (90%) ~~sixty percent (60%)~~ opacity within three (3) years from the time of installation.
- (5) When a visual screen is not provided in the landscaped buffer area that abuts an off-street parking area, a decorative masonry wall, earth berm, natural landscape screen and/or combination of the kind in this subsection shall be installed in such a manner as to neutralize the predominating effect of vehicles from adjacent properties and public rights-of-way. Such screening areas shall be a minimum height of three feet (3').
- (6) Fences or walls may also be required in landscaped buffer areas in accordance with this section. When a fence, brick or decorative masonry wall is required, trees must be planted within the buffer area adjacent to the wall at a spacing of not more than fifty feet (50') on-center. These trees are to meet Code requirements and also be species that, when installed, are at least twelve feet (12') tall and have a minimum spread of six feet (6').
- (7) Plant materials used within the required landscaped buffer area adjacent to a chainlink fence in a side corner yard shall be selected, located and maintained to provide a visual barrier which will achieve ninety percent (90%) ~~seventy-five percent (75%)~~ opacity within three years from the date of installation.
- (8) Plant materials used within the required landscaped buffer area adjacent to a decorative masonry wall in a side corner yard shall be selected, located and maintained to provide a visual barrier that is desired to achieve fifty percent (50%) opacity within three (3) years from the date of installation.
- ~~(9) Landscaped buffer areas that abut adjacent lots used for nonresidential purposes may be reduced to a minimum of five feet (5') in width to accommodate driveways, provided an average buffer width of ten feet (10') is maintained beyond the front yard setback.~~
- ~~(10)~~ (9) Underground parking structures and parking areas above underground parking structures shall have a landscaped buffer twenty feet (20') in width on the front lot line. The landscaped buffer shall be measured at right angles to the property line, unless a wider area is specified as part of the district regulations.
- ~~(11)~~ (10) On oceanfront property, the landscaped buffer is not required along the rear setback line except that a minimum six foot (6') ~~five foot (5')~~ wide landscaped buffer shall be required adjacent to parking areas. (For dune protection standards, see section 3-15, coastal management.)
- ~~(12) All lots within single family subdivisions, recorded after the adoption of this Land Development Code and located in an R-3, R-4, R-5 or R-6 zoning district, shall have a ten foot (10') rear yard landscape buffer in which no accessory structure shall be permitted. This requirement shall not apply where the lot abuts a golf course, wetland, upland buffer or common open space area.~~

~~(13)~~ (11) Front yard buffers for properties within the streetscape district may include the following streetscape elements: trash receptacles, benches, tree grates, tree guards, and raised decorative planters. ~~stone planters.~~

In situations where the placement or type of plant required by this Land Development Code does not conform to buffer or landscape requirements ~~accepted landscaping and horticultural practices~~, then the city's landscape architect may approve alternate locations and/or plant material.

SECTION NINE. Section 3-07, Reserved, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended to create a new section to be titled as “Existing Developments Landscaping”, which shall read as follows:

Sec. 3-07. - ~~Reserved.~~ Existing Developments Landscaping.

- (a) This section shall apply to existing developed non-residential and multi-family properties. This section shall not apply to single-family lots.
- (b) Existing developed non-residential and multi-family properties are required to maintain site landscaping and natural area in conformance with approved site plans and development orders. When there is no approved site plan or development order, the standards of the Article 1 Landscaping shall be applicable as determined by the landscape architect.
- (c) Landscape review required. A landscape review and conformance through the Site Plan Review Committee with either (1) an approved site plan or development or (2) the landscaping requirements of this Article shall be required when:
 - (1) Change of use. When a building has a change of use that requires a certificate of use, business tax receipt, or a new site plan submittal. This requirement would not apply to changes of uses within shopping centers or areas that have multi-tenant uses.
 - (2) Developments are vacant for longer than 180 days.
 - (3) Building expansion. Any building expansion that seeks additional square footage.
 - (4) Site impervious expansion. Any additional site impervious expansion.
- (d) Landscape and Irrigation plan requirements. For properties that require a landscape review, a landscape plan is required per Section 3-05(a) and (b) of this code. A previously approved landscape plan by the Site Plan Review Committee or Volusia County, if annexed, shall be acceptable. In the review of the landscape plan, the following shall apply:

- (1) Change of use and sites vacant for longer than 180 days. In reviewing compliance with this section, landscape architect will evaluate the existing site layout for landscape compliance requirements. Landscape compliance shall be in the following order of priority:

 - a. The intent is to update existing landscape areas and replace missing or dead landscape material;
 - b. To improve treatments along rights-of-way including modifying nonconforming driveway openings;
 - c. Addressing landscape buffers and parking lot screening along property boundaries; and
 - d. Replace and update material within existing landscape islands.
- (2) Building expansions and increases to impervious areas. In reviewing compliance with this section, landscape architect will evaluate the existing site layout for landscape compliance requirements. Landscape compliance shall be in the following order of priority:

 - a. To improve treatments along rights-of-way including modifying nonconforming driveway openings;
 - b. Addressing landscape buffers and parking lot screening along property boundaries;
 - c. Replace and update material within existing landscape islands;
 - d. Establish or replace foundation plantings between building and sidewalk in accordance with Article 1, Landscaping section; and
 - e. Excavation of pavement, development of "dead" areas or remove extra parking space areas for interior landscape islands, reconfiguration and restriping of parking areas, and any other reasonable and necessary physical improvements to meet the landscape requirements.
- (e) Review and Appeals. The landscape architect shall review and administer compliance with this section. Acknowledging that existing sites have non-conformities, it is the intent of this section to bring properties into compliance to the maximum extent practical as determined by the landscape architect. The landscape architect is authorized to allow deviations to the landscaping requirements of this section based upon existing site conditions. Appeals of the landscape architect determinations may be appealed to in accordance with Section 1-19 of this Code.

SECTION TEN. Section 3-08, Maintenance of plantings and irrigation systems/enforcement, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

(a) *Plant material.*

- (1) The owner, tenant and their agents, if any, shall be jointly and severally responsible for the maintenance of all plant materials as shown on the approved landscape plan or building permit. Plant materials shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris. Any dead or severely damaged plant materials shall be replaced by the owner, tenant or their agent as part of routine maintenance.
- (2) Failure to maintain plant materials as shown on the approved landscape plan or building permit shall result in a hearing before the special magistrate. If the landscape plan is not on file with the city, ~~the landscape architect shall make a determination of what had existed prior to the removal or destruction, based on empirical evidence, testimony of observers, photographs (if available) and input of the property owner~~ a landscape plan shall be prepared per section 3-05, Landscape and Irrigation plan requirements.
- (3) Where replacement materials differ from the approved landscape plans, an amendment to the plan shall be submitted to the landscape architect for review and approval or to the ~~SPRC~~ Site Plan Review Committee if such changes result in a change of or interfere with pedestrian or vehicular movements, or loss of screening, or would otherwise alter the site to the extent that off-site impacts or hazards may result.
- (4) If an existing site that is nonconforming with regard to landscape or buffer requirements, number of trees or other landscape standards is made more nonconforming by the removal, destruction or death of the plant material, then the owner shall be required to replace what was removed or destroyed in that area and to provide additional materials to the extent that it would be practically and economically feasible to do so, to meet minimum current standards.

(b) *Irrigation systems.*

- (1) Irrigation systems shall be maintained in working condition at all times. Such systems may be inspected by the landscape architect or the chief building official and, if found to be defective, the property owner shall be given written notice and directed to repair the system within ten (10) working days of the date of receipt of the notice. Failure to make such repair, or to submit a written interim proposal satisfactory to the landscape architect to maintain the landscaping, shall result in a hearing before the special magistrate.

~~(2) If a project is submitted for landscape approval with one hundred percent (100%) of the plantings determined to be xeric by the landscape architect, then only temporary irrigation during the establishment period will be required. This timeframe will be determined by the landscape architect, and the project shall be inspected at the end of this period to determine if irrigation may be removed.~~

~~(3) All plant material and trees that have been used to fulfill the requirement for fifty percent (50%) xeric or native plants must be irrigated separately from nonxeric plant material and grasses.~~

(c) *Tree maintenance on public or private right-of-ways or residential properties.* The following standards apply to all persons, either public or private, who maintain trees on or over the public right-of-way for utility, residential properties or all other zoning districts: ~~other purposes:~~

(1) *Notification of landscape architect or Environmental Improvement Officer.* Such parties shall notify the landscape architect prior to initiation of maintenance activities as to the exact location and date that such work will be accomplished. No tree removal, surgery, cavity filling or spraying shall be done on any tree on the public right-of-way, except by persons employed by the city, ~~without first obtaining a permit for such work from the landscape architect. There shall be no charge for such a permit.~~ No tree shall be trimmed by, or under the direction of, any public utility company or agent of such company to provide clearance for wires or cables or any other purpose without a permit approved by the said landscape architect. Such work shall be done only under the supervision of the landscape architect or Environmental Improvement Officer. See canopy and scenic road requirements per section 3-03(e).

(2) *Specimen Tree Pruning Certification/Permit required: When tree pruning occurs on residential property or all other zoning districts for specimen trees 26" DBH and greater, section 3-04(d), a permit will be required and the tree worker shall hold a Prescription Pruning Certification issued by ISA. Only the tree worker holding this certification will be allowed to perform the pruning operations.*

~~(2)~~ (3) *Notification of property owner.* When trees will be worked on which are located on private property and overhang the rights-of-way, the party responsible for the work shall, prior to beginning such work, notify the property owner as to the need for and extent of such maintenance, and the approximate date the work will be accomplished. It shall not be the duty of the owner of any private property to remove any dead, diseased or dangerous trees or parts thereof, which overhang or interfere with the public sidewalks and streets or city-owned property.

~~(3)~~ (4) *Pruning.* Pruning shall be performed by tree workers who hold a Prescription Pruning Certification issued by ISA. Proof of this certification

shall be given to city landscape architect or Environmental Improvement Officer. , ~~through related training and on the job experience, are familiar with the techniques and hazards of this work, including trimming, maintenance, repairing or removal and equipment used in such operations.~~ The use of climbing spurs or irons is prohibited in pruning operations on live trees.

- a. *Fine pruning.* Fine pruning shall consist of the removal of dead, diseased, interfering, objectionable, obstructing and weak branches, as well as selective thinning to lessen wind resistance. The removal of such branches shall include those on the main trunks, as well as those inside the leaf area. An occasional branch, up to one-half-inch (½") diameter, as described above, may remain within the main leaf area to its full length when it is not practical to remove it.
- b. *Medium pruning.* Medium pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunk as well as those within the leaf area. An occasional branch up to one inch (1") in diameter may remain within the main leaf area where it is not practical to remove it.
- c. *Coarse pruning.* Coarse pruning shall consist of the removal of dead, diseased or obviously weak branches, two inches (2") in diameter or greater.
- d. *Cutting back or drop crotch pruning.* The following specifications shall apply for this subsection and subsections (c)(1) and (2) of this section:
 1. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
 2. If it is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark or to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
 3. Remove the weaker or least desirable or crossed or rubbing branches. Such removal shall not leave large holes in the general outline of the tree.
 4. ~~Treatment of cuts and wounds, with tree wound dressing, is mandatory. When such treatment is made, materials nontoxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.~~
 5. Generally, in reducing size (cutting back), not more than twenty-five percent (25%) ~~one-third (⅓)~~ of the total area shall be reduced at a single operation. When cutting back trees, only drop crotch as much as necessary. Where practical, avoid cutting back to small suckers. All

effort shall be made to cut back to a lateral, one-third ($\frac{1}{3}$) of the diameter of the cut being made.

6 5. In reducing overall size, attention shall be given to the symmetrical appearance. The top shall remain higher and the sides reduced in order to maintain a tree-like form typical of the given species.

7 6. In lifting the lower bottom branches of trees for under clearance, care shall be given to symmetrical appearance, and cuts shall not be made so large that they will prevent normal sap flow.

(4) (5) *Topping*. Topping is cutting back large portions of the upper crown of the tree. Topping is often required when the tree is located directly beneath a utility line. The main leader or leaders, may be cut back to a suitable lateral. (The lateral shall be at least one-third ($\frac{1}{3}$) the diameter of the limb being removed.) For the sake of appearance and to limit the amount of regrowth, no more than one-fourth ($\frac{1}{4}$) of the crown shall be removed when topping.

(5) (6) *Side trimming*. Side trimming consists of cutting back or removing the side branches that are threatening the conductors. Side trimming is required where trees are growing adjacent to utility lines. Limbs shall be removed at a lateral branch. Unsightly notches in the tree shall be avoided if possible. Shortening branches above and below the indented area, or balancing the opposite side of the crown, will usually improve the appearance of the tree. When trimming, all dead branches above the wires shall be removed, since this dead wood could easily break off and cause an interruption in utility service.

(6) (7) *Under trimming*. Under trimming involves removing limbs beneath the tree crown to allow wires to pass below the tree. To preserve the desired shape of freestanding or open grown trees, lower limbs on the opposite side of the tree shall be removed also. All cuts shall be flush to avoid leaving unsightly stubs. The natural shape of the tree is retained in this type of trimming, and the tree can continue its normal growth. Overhangs are a hazard, however, when the line passes beneath a tree. Overhangs shall be removed in accordance with the species of tree, location, and the general policy of the utility. When trimming, remove all dead branches above the wires, since this dead wood could easily break off and cause an interruption in utility service.

(7) (8) *Natural trimming or directional trimming*. Natural trimming is a method by which branches are cut flush at a suitable parent limb back toward the center of the tree. This method of trimming is sometimes called drop crotching or lateral trimming. Large branches shall be removed to laterals at least one-third ($\frac{1}{3}$) the diameter of the branch being removed. Natural trimming is especially adapted to the topping of large trees where a great deal of wood must be removed. Natural trimming tends to guide the growth of the tree away from the wires. Stubbing or pole clip clearance tends to promote rapid sucker growth right back into the conductors. Natural clearance does work and two (2) or three (3) trimming cycles

done in this manner will bring about an ideal situation for both the utility and tree owner.

- ~~(8)~~ (9) *Pollarding*. Pollarding or rounding over shall not be permitted.
- ~~(9)~~ (10) *Permission needed for pruning of palms*. No pruning of palm species other than removal of dead fronds is authorized. Should palms affect the distribution system, permission shall be requested for removal from the landscape architect or the property owner.
- ~~(10)~~ (11) *Signs*. It shall be unlawful to attach a sign or other object to a tree by the use of nails, wire or any other method which will be harmful to the tree.
- ~~(11)~~ (12) *Removal of vegetation*. The landscape architect, based on a finding that vegetative material in the public right-of-way presents a danger to traffic, pedestrian or bicyclist safety, may request the adjoining property owner to remove such vegetation or may remove the vegetation by city forces. In no event shall the city be responsible for replacing such vegetation or pay any damages other than to restore the right-of-way by means of sodding or seeding.

SECTION ELEVEN. Section 3-09, Land clearing, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby repealed and amended to create a new section to be titled as “Tree Abuse Enforcement”, which shall read as follows:

~~Section 3-09. — Land clearing.~~

~~(a) In general.~~

- ~~(1) A land clearing permit is required for the removal of underbrush other than that directly associated with a developed single-family homesite of less than two and one-half (2½) acres, construction activities associated with a recorded subdivision plat or a building permit currently in effect, and for hand clearing necessary for surveying, provided that such activities are consistent with the regulations in this Code related to protection of wetlands, waterways and other environmentally sensitive areas.~~
- ~~(2) No change of grade shall be permitted, other than top dressing of lawns with marl, black dirt, sand, peat or other similar materials.~~
- ~~(3) No tree removal other than for exempt trees may occur unless a permit is issued in accordance with section 3-03.~~
- ~~(4) No fill material shall be allowed except where it is minor in nature or necessary to correct a potential hazard.~~
- ~~(5) No activity that results in grading or filling of land is allowed except as noted above or in conformance with section 3-10.~~

~~(b) Permit application.~~

- ~~(1) The applicant shall submit a plan at a scale of not less than one inch equals one hundred feet (1"= 00'), showing:
 - ~~a. The area to be cleared;~~
 - ~~b. The approximate location;~~
 - ~~c. Size and type of existing trees;~~
 - ~~d. Trees to be removed; and~~
 - ~~e. Wetland areas, waterbodies and flood hazard zones.~~~~
- ~~(2) The application shall also include the following:
 - ~~a. A description of the proposed method of clearing;~~
 - ~~b. The type of equipment to be used;~~
 - ~~c. The purpose for the activity; and~~
 - ~~d. The name of the owner of the property and the person or firm performing the work.~~~~
- ~~(3) The application shall be accompanied by the appropriate fee as required by chapter 1, article IV of this Code.~~

~~(c) Clearing of subdivision lots due for purpose of fill storage.~~

- ~~(1) Approval of fill storage shall be concurrent with or subsequent to the approval of final drainage and grading plans.~~
- ~~(2) A maximum of twenty percent (20%) of the total lots of the subdivision phase under construction shall be used for the purpose of fill storage.~~
- ~~(3) Lots to be considered for fill storage will be limited to those on which there is no potential for saving existing trees. All palm trees shall be saved.~~
- ~~(4) Contiguous lots may be used for fill storage, provided that a natural vegetative buffer no less than fifteen feet (15') deep shall be provided within and along the perimeter boundary of the fill storage area.~~
- ~~(5) Lots that abut the designated area of fill storage shall be maintained in their natural state and shall not be cleared until excess fill has been removed and the fill storage site has been graded pursuant to the subdivision plans.~~
- ~~(6) Lots to be used for fill storage, lots to be maintained in their natural state, and the limits of the perimeter buffer shall be determined by the site plan review committee at the time of subdivision plan review. Preferred locations for fill storage are at the end of cul-de-sacs, remote areas of the development, or areas not readily visible to the public.~~

~~(7) A thirty foot (30') opening shall be provided per every three hundred feet (300') adjacent to the street right of way, as a maximum, to provide access to the fill storage site.~~

~~(8) Silt fences shall be placed around the perimeter of the cleared area and inspected by the city prior to fill being placed on the site.~~

~~(9) Fill material to be stored on the subdivision site shall be limited to the fill excavated on site. No fill material shall be brought from off site and stored.~~

~~(10) The maximum side slope of the fill storage stockpile shall be a ratio of four to one (4:1) with adequate drainage to be provided. The maximum height of the stockpile should not exceed six feet (6") above the crown of the road. The stockpile shall be seeded and mulched once all fill to be stored is in place.~~

~~(d) Permit issuance/enforcement.~~

~~(1) The chief building official may issue a land clearing permit following review and recommendation by the city engineer and landscape architect. The permit shall contain any special conditions or activity restrictions. The permit shall be valid for a period of fourteen (14) days from the date of issuance.~~

~~(2) Following completion of the activity or after fourteen (14) days from the date of permit issuance, the site shall be inspected for compliance with the conditions of the permit. Any violations of the permit or other applicable city codes or ordinances shall be referred to the code enforcement officer. Violators shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special master.~~

Sec. 3-09. - Tree Abuse Enforcement.

(a) This applies to all zoning districts including existing or proposed properties.

(b) Tree abuse defined. "Tree abuse" means any one or more of the following:

(1) Removal of more than 25 percent of the canopy of a tree; or

(2) Topping or hat racking a tree (Includes Crape Myrtles); or

(3) Removal of main lateral branches leaving the trunk of the tree in a stub appearance; or

(4) Cutting a tree which destroys its natural habit of growth; or

(5) Pruning that leaves stubs or results in flush cuts or splintering of limb ends; or

(6) Using climbing spikes, nails, or hooks, except for the purpose of total tree removal; or

(7) Pruning of live palm fronds which initiate above the horizontal plane.

(c) Exemptions. No person shall commit tree abuse unless one of the following exemptions applies:

- (1) The abuse is necessary to alleviate a dangerous condition posing an imminent threat to the public or property. Photographs will be required to document tree(s) condition prior to removal. If photographs are not taken to document condition than it be considered a violation; or
- (2) The abuse is necessary to prevent service interruptions for franchise utilities; or
- (3) The abuse is necessary for the transplantation of Cabbage Palms.
- (d) Violations. The city shall issue a Stop Work Order to, or revoke the building permit for, the subject property of any person found in the act of tree abuse, or found to have committed tree abuse in violation of this article. The Stop Work Order shall not be withdrawn or the building permit reinstated until the owner or developer has contributed into the Tree Replacement Fund Account or shows a planting receipt of the newly purchased trees. The penalty shall be one hundred and seventy- five dollars (\$175.00) for each inch DBH of the abused tree or plant back the total DBH inches removed with new trees. Seventy-five percent (75%) of these new trees shall be native shade trees. The minimum penalty shall be one-inch DBH contribution for each inch DBH of the abused tree.
- (e) Tree protection during sidewalk and curb repair. Where sidewalk or curb damage due to the growth of tree roots occurs, every effort shall be made to correct the problem without removing or damaging the tree. The Environmental Improvements Officer shall be responsible for developing or approving corrective measures in consultation with the city engineer.
- (f) Review and appeals section. The landscape architect shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Environmental Improvements Officer in the enforcement of this section. Appeals of the landscape architect determinations may be appealed in accordance with Section 1-19 of this code.

SECTION TWELVE. Section 3-10, Grading and filling, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby repealed and amended to create a new section to be titled as “Land Alteration Permits”, which shall read as follows:

~~Sec. 3-10. Grading and filling.~~

~~(a) Generally.~~

- ~~(1) No grading or filling of lands is allowed except in connection with a grade and fill permit or development order for the improvement of said lands. The term "improvement of land" means the development of land with buildings,~~

~~structures, streets, sewers, waterlines or other facilities, the erection or installation of which requires the issuance of a permit by the city. Grading and filling permits may be issued as follows:~~

- ~~a. Pursuant to the subdivision regulations in connection with plat approval;~~
- ~~b. Through the issuance of a building permit for improvements on the property; and~~
- ~~c. Upon approval of a complete application for a grade and fill permit in accordance with subsection (b) of this section.~~

~~(2) The burying of rubbish, logs, lumber, building materials, underbrush, trash or other matter which would decompose or allow the land to thereafter settle is hereby determined to be a change or modification of the grade of land for which no permit shall be issued except as authorized by this Land Development Code.~~

~~(b) Permit application.~~

~~(1) Application for a grading and filling permit shall include:~~

- ~~a. The name of the owner of the property;~~
- ~~b. The name of the person or firm which will perform the work;~~
- ~~c. A current survey certified to the city which shows existing features of the property including elevations, buildings, structures, trees over six inches (6") in trunk diameter at four and one-half feet (4½") above ground level, streets, utility easements, rights-of-way and land use; the precise areas of development activity; wetlands and waterbodies;~~
- ~~d. The area to be graded or filled and cubic yard calculations; and~~
- ~~e. The specific purpose for the filling or grading activity and type of equipment to be used.~~

~~(2) Except for single family homes and duplexes, the application shall include a statement prepared by a licensed civil engineer or landscape architect certifying that the grade or fill is consistent with all applicable city codes and ordinances and will not have an adverse impact on environmentally sensitive areas, drainage facilities or waterbodies.~~

~~(3) Any trees to be removed shall be shown on a dimensional drawing. A separate tree removal permit in accordance with the provisions of section 3-03 will also be required.~~

~~(c) Permit issuance.~~

~~(1) Except for single family homes and duplexes or projects to be reviewed by the site plan review committee, the city engineer or designee shall determine if the application as submitted is in compliance with all laws of the city, county, state and federal government, and whether the proposed clearing, grading and/or~~

~~filling will cause adverse impacts to the environment. The city engineer or designee shall make this determination in writing; shall state the basis for the determination; and may recommend other practical alternatives which would allow the permit to be issued. The city engineer or designee may issue its approval subject to conditions to mitigate adverse impacts to the environment. When the application for grading and filling applies to more than one (1) site, such as a subdivision development, the grading and filling permit shall be approved by the site plan review committee. Upon determination by the city engineer that roads to be constructed with a subdivision will result in excessive fill requirements for the development of the individual lots, the SPRC may authorize the clearing and grading of the lots to ensure stabilization of the grade of the lots within the subdivision. The applicant will be responsible for all tree removal, preservation and mitigation requirements contained within this article and shall include the appropriate plans and details as part of the final plans required for the construction of the subdivision. In situations where large tracts of land will be cleared, the SPRC shall require additional plantings of trees to ensure adequate buffering and screening from adjacent public rights of way.~~

~~(2) Except where health, safety or public welfare is jeopardized, no grade and fill permits shall be issued in conjunction with the grading and filling of an undeveloped parcel that will require the removal or damage of trees or native vegetation, unless the permit is in connection with a building permit for the improvement of said lands.~~

~~(3) For the construction of a single family home or duplex unit, the chief building official shall review the permit application based on the criteria listed under subsection (c)(1) of this section.~~

~~(4) Approved grade and fill permits shall be issued by the chief building official within forty eight (48) hours of such approval.~~

~~(d) Grading and filling standards. Any grade or fill activity shall be consistent with the following standards:~~

~~(1) All development activity shall conform with the requirements of this Land Development Code and any special conditions of the permit.~~

~~(2) No authorization for a change, modification or lowering of grade shall be issued when it is determined the same will result in a hole or depression or other adverse effect, which will create a health hazard.~~

~~(3) No person shall change, modify or lower any grade to any greater degree than is allowed by the authorization or permit granted for the same.~~

~~(4) Any authorized bulldozing or fill of lands which loosens sand or topsoil and permits it to blow upon the lands and premises of others is hereby declared to be a nuisance. Such lands shall therefore, within thirty (30) days after completion of such bulldozing work, be seeded or planted with shrubbery in order to minimize the tendency of the sand or topsoil to blow.~~

~~(5) No less than twenty four (24) hours prior to beginning the operation, the permittee shall notify the landscape architect of the precise time at which the clearing operation will begin.~~

~~(6) The landscape architect, the city engineer or their designees shall be present at the time such operation begins and shall monitor the activity as deemed appropriate.~~

~~(c) Appeal/enforcement.~~

~~(1) Appeals from the determination of the SPRC or city engineer or his/her designee under this section shall be in accordance with procedures described in chapter 1, article II of this Land Development Code.~~

~~(2) Any person violating any provision of this article shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.~~

~~(3) In addition to being subject to prosecution for violation of this Land Development Code any person changing the grade of land in violation of this article may be required by order of the special magistrate, after due notice and opportunity to be heard, to restore the property involved to the extent necessary to place the land in substantially the same condition as it was prior to the changing of the grade of the land. Should such order be violated, the special magistrate may impose fines to compensate for damage to on or off-site environmentally sensitive areas or removal of vegetation.~~

Sec 3-10. - Land Alteration Permits.

(a) Underbrushing (brush mowing) permits.

(1) Permit required: An underbrushing permit is required for the knocking down of underbrush/overgrowth on existing single-family homesite of less than two and one-half (2½) acres, construction activities associated with a recorded subdivision plat or a building permit currently in effect, and for hand clearing necessary for surveying, provided that such activities are consistent with the regulations in this Land Development Code related to protection of wetlands, waterways and other environmentally sensitive areas. Underbrushing on vacant parcels per section 3-03(a)(2) will not be allowed unless the parcel is deemed a nuisance which will be reviewed on a case-by-case basis by the landscape architect.

(2) Underbrushing standards:

- a. No change of grade shall be permitted, other than top dressing of lawns with marl, black dirt, sand, peat or other similar materials.
- b. No tree removal other than for nuisance trees may occur per section 1-22.
- c. No fill material shall be allowed.
- d. No activity that results in grading or filling of land is allowed.

- e. If underbrushing is approved for existing single-family or all other existing developments, underbrushing will be allowed for trees 2" inches and less. Equipment allowed for underbrushing will be walk behind such as bush hog, small bobcat or other small rubber tire equipment. Large or heavy equipment will not be allowed. The type of equipment used shall be written on the underbrushing permit.

(3) Permit application.

- a. The applicant shall submit a plan or aerial at a scale of not less than one inch equals one hundred feet (1"= 100'), showing:
 - 1. The area to be underbrushed;
 - 2. The approximate location;
 - 3. Size and type of existing trees and palms;
 - 4. Wetland areas, waterbodies and flood hazard zones.
- b. The application shall also include the following:
 - 1. A description of the proposed method of clearing;
 - 2. The type of equipment to be used;
 - 3. The purpose for the activity; and
 - 4. The name of the owner of the property and the person or firm performing the work.
- c. Prior to the issuance of the underbrushing permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

(4) Permit issuance/enforcement.

- a. The landscape architect shall review the underbrushing permit and issue the underbrushing permit, provided all applicable conditions are satisfied. The permit may contain any special conditions or activity restrictions. The permit shall be valid for a period of thirty (30) days from the date of issuance.
- b. Following completion of the activity or after thirty (30) days from the date of permit issuance, the site shall be inspected for compliance with the conditions of the permit. Any violations of the permit or other applicable city codes or ordinances shall be referred to the code enforcement officer. Violators shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.

(b) Vacant single-family lots.

- (1) Single-family Building Permit Required. All vacant single family lots shall have tree removal and replacement reviewed and approved as part of a single-family residential building permit.

- (2) Survey required: Development of vacant single-family lots shall provide a tree survey of the existing conditions.
- (3) No tree removal or land clearing permit shall be authorized as a stand-alone permit for single-family lots. Land clearing for vacant single-family lots shall only be allowed as part of an approved single-family building permit.
- (4) The approved building permit shall contain the tree requirements for the lot as the part of the building permit and the required trees shall be in place and inspected prior to any Certificate of Occupancy.
- (5) It is the responsibility of the property owner to maintain the lot trees based upon the approved building permit and lot area calculations.

(c) Grading and filling.

- (1) Engineering permit required: No grading or filling of lands is allowed except in connection with an engineering grade and fill permit. For projects that require approval by the Site Plan Review Committee, grading and filling shall be approved as part of the approved site plan and constructed with an engineering permit.
- (2) Engineering grade and fill permit standards:
 - a. All development activity shall conform with the requirements of this Land Development Code and any special conditions of the permit.
 - b. No authorization for a change, modification or lowering of grade shall be issued when it is determined the same will result in a hole or depression or other adverse effect, which will create a health hazard.
 - c. No person shall change, modify or lower any grade to any greater degree than is allowed by the authorization or permit granted for the same.
 - d. Any authorized bulldozing or fill of lands which loosens sand or topsoil and permits it to blow upon the lands and premises of others is hereby declared to be a nuisance. Such lands shall therefore, within thirty (30) days after completion of such bulldozing work, be seeded or planted with shrubbery in order to minimize the tendency of the sand or topsoil to blow.
 - e. No less than twenty-four (24) hours prior to beginning the operation, the permittee shall notify the site engineering inspector of the time at which the clearing operation will begin.
- (3) Permit application. Application for an engineering grading and filling permit shall include:
 - a. The name of the owner of the property;
 - b. The name of the person or firm which will perform the work;
 - c. A current survey certified to the city which shows existing features of the property including elevations, buildings, structures, trees over six inches

(6") in trunk diameter at four and one-half feet (4½") above ground level, streets, utility easements, rights-of-way and land use; the precise areas of development activity; wetlands and waterbodies;

- d. The area to be graded or filled and cubic yard calculations;
- e. The specific purpose for the filling or grading activity and type of equipment to be used; and
- f. The application shall include a statement prepared by a licensed civil engineer certifying, including any required calculations, that the grade or fill is consistent with all applicable city codes and ordinances and will not have an adverse impact on environmentally sensitive areas, drainage facilities or waterbodies. For minor projects, the applicant may request in writing that this requirement be waived by the City Engineer.
- g. Prior to the issuance of the engineering permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

(4) Permit issuance. The city engineer shall determine if the application, as submitted, is in compliance with all laws of the city, county, state and federal government, and whether the proposed clearing, grading and/or filling will cause adverse impacts to the environment. The city engineer or designee shall make this determination in writing; shall state the basis for the determination; and may recommend other practical alternatives which would allow the permit to be issued. The city engineer or designee may issue its approval subject to conditions to mitigate adverse impacts to the environment.

(5) Enforcement.

- a. Any person violating any provision of this article shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.
- b. In addition to being subject to prosecution for violation of this Land Development Code any person changing the grade of land in violation of this article may be required by order of the special magistrate, after due notice and opportunity to be heard, to restore the property involved to the extent necessary to place the land in substantially the same condition as it was prior to the changing of the grade of the land. Should such order be violated, the special magistrate may impose fines to compensate for damage to on- or off-site environmentally sensitive areas or removal of vegetation.

(e) Site Plan Review Committee approved plans.

(1) Site engineering permit required. Projects with Site Plan Review Committee (SPRC) approval of a plan submittal shall be required to obtain a site engineering permit in order to perform the approved land clearing, demolition, clear and grading, and landscaping and irrigation plan improvements.

(2) Application submittal requirements:

- a. Completed engineering permit application from a licensed contractor;
- b. Submittal of the approved Site Plan Review Committee plan set;
- c. Cost of site work for the approved site plan.
- d. Prior to the issuance of the site engineering permit, the applicant shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

SECTION THIRTEEN. Section 3-11, Mining and excavation, of Article I, Landscaping, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code* is hereby repealed in its entirety, said section being reserved for future use:

Sec. 3-11. ~~Mining and excavation. Reserved.~~

~~(a) Generally. Mining and excavation shall be subject to the requirements of this section.~~

~~(b) Prohibition of certain mining activities.~~

~~(1) The excavation and mining of lands for the primary purpose of transporting material off site for use elsewhere is permitted only in the REA district; provided, however, that mining and excavation operations determined to be in the public interest, such as public works, roads and utilities, is permitted in all districts, subject to the requirements of subsection (c) of this section.~~

~~(2) Those mining and excavation operations existing at the time of adoption of this Land Development Code may continue subject to such operation continuing in good faith and subject to the condition of any interlocal or legal agreement with the city or other governmental agency.~~

~~(3) Other than in conjunction with an approved development order, mining activities which transport materials off site may be allowed in the REA district by conditional use permit, provided that the applicant can demonstrate that the primary intent of the excavation is directly related to the beneficial use of the property and all requirements of the REA district and this section are complied with.~~

~~(c) General standards.~~

~~(1) Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation and safety standards.~~

~~(2) Prior to the initiation of any mining or excavation activities, a reclamation plan shall be prepared and sealed by a licensed civil engineer and/or landscape architect registered under F.S. ch. 481, part II, and approved by the city.~~

- ~~a. The plan shall include provisions for revegetation and reclamation.~~
- ~~b. The plan shall achieve an aesthetically pleasing landscape compatible with adjacent land uses and shall minimize soil erosion by the use of native vegetative buffers. Landscaped buffers shall also be established between the mining activity and adjacent existing and planned future land uses.~~
- ~~(3) The applicant shall secure all necessary permits from the FDEP and SJRWMD.~~
- ~~(4) Any mining or excavation activity that requires dewatering shall meet the following criteria:~~
 - ~~a. Submit proof of permitting from SJRWMD.~~
 - ~~b. Applicant to submit a dewatering plan to be reviewed and approved by the city engineer.~~
 - ~~c. The discharge shall occur from one (1) cell of the project site to another cell.~~
 - ~~d. Off site discharge is prohibited.~~
 - ~~e. Discharges shall be conducted in a manner that minimizes or avoids disturbances to wetland and water bodies and shall be consistent with article II of this chapter.~~
 - ~~f. The use of erosion and sedimentation containment practices is required.~~
 - ~~g. Demonstrate that any areas disturbed during the dewatering process will be restored to approximate predevelopment conditions.~~
- ~~(5) Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be stopped until a preliminary assessment can be made to determine the probability of significant archaeological or paleontological assets.~~
- ~~(6) The fire chief may require dry hydrants to be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate means of water supply for fire protection.~~
- ~~(7) There shall be no commercial excavation of minerals within the Tomoka Marsh Aquatic Preserve.~~
- ~~(8) No commercial or industrial mining shall be allowed in prime groundwater recharge areas identified by the SJRWMD or in the watersheds of surface waters used as potable water supplies in order to prevent potentially adverse effects on water quality.~~
- ~~(9) Removal of the confining layer of material separating the upper surficial aquifer from the Floridan Aquifer shall be prohibited in the excavation of borrow pits or any other surface excavations for the purpose of disposal or storage of waste. A buffer shall be established above any confining unit or above the aquifer if a confining unit is not present.~~

SECTION FOURTEEN. Section 4-02, Site plan approval required; thresholds, of Article I, Site Plan Review Procedures, of Chapter 4, Plan Review and Subdivision, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

Site plan review and approval by the Site Plan Review Committee (SPRC) is required for all development applications prior to the issuance of a building permit, site development engineering permit (subdivision), grade and fill permit, business tax receipt or other development-related approvals required under this Land Development Code, except for the following:

- (1) Single-family dwellings, when listed as a permitted use under the district regulations.
- (2) Duplex dwellings on existing, conforming subdivision lots of record when such use is listed as a permitted use under the district regulations.
- (3) Business tax receipt for a use permitted within a zoning district, not subject to special exception requirements, and not located on a nonconforming site.
- (4) Business tax receipt for a use designated as subject to conditional use permit approval, provided that it is similar (as defined in section 2-64) to a previously existing use which has not been abandoned for a period of greater than six (6) months, provided that the use will not substantially increase the nonconformity of a nonconforming site.
- (5) Except as otherwise required under chapter 2, article V of this Land Development Code, interior or minor building alterations and site modifications which do not increase the nonconforming status of a nonconforming site, or which do not transform a site which conforms with all current zoning requirements into a nonconforming site.
- (6) Signs that are consistent with the provisions of chapter 3, article IV of this Land Development Code, except that sign type and locations shall be included as part of the site plan review process.
- (7) ~~Land clearing permits~~ Underbrushing (brush mowing) permits under section 3-0910.
- (8) Tree removal permits under section 3-03 ~~issued by the landscape architect.~~
- (9) Accessory uses permitted by the district regulations when such uses are not affected by the requirements of any Overlay or Planned Development District.
- (10) Fences, walls, re-landscaping using similar materials, restriping or other minor site changes that do not materially alter the appearance or function of an existing site, increase the nonconforming status of a site, have an adverse impact on public safety or cause a site to become nonconforming.

SECTION FIFTEEN. Section 4-07. - Restriction on release of permits, of Article I, Site Plan Review Procedures, of Chapter 4, Plan Review and Subdivision, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

Sec. 4-07. - ~~Restriction on release of permits~~ Site engineering permit required for construction.

Whenever a site plan approval is required for a development, no development order shall be issued by the ~~chief building official~~ Site Plan Review Committee coordinating liaison and no site development activities, including excavation, clearing or other tree and vegetative removal, shall be allowed prior to final site plan approval, as indicated by the signature endorsement of the ~~SPRG~~ Site Plan Review Committee coordinating liaison. Following final approval of a site plan pursuant to procedures established in section 4-05, the applicant may file an application for construction approval as ~~authorized by this article and chapter 1, article II of this Land Development Code, administration and enforcement~~ with a site engineering permit. Site engineering permit applications shall include:

- (a) Completed engineering permit application from a licensed contractor;
- (b) Submittal of the approved Site Plan Review Committee plan set;
- (c) Cost of site work for the approved site plan.
- (d) Prior to the issuance of the site engineering permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

SECTION SIXTEEN. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVENTEEN. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION EIGHTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 21st day of January, 2025.

PASSED UPON at the second and final reading of the City Commission, this 4th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PLANNING BOARD STAFF REPORT

Land Development Code (LDC) Amendment Landscaping Updates

PLANNING BOARD DATE:	December 12, 2024
TENTATIVE CITY COMMISSION DATES:	January 21, 2025 (1 st Reading) and February 4, 2025 (2 nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2024-087
SUBJECT:	Landscaping Updates
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Cara Culliver, RLA, ASLA, Landscape Architect Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is a request to consider an administrative application to update the landscape standards in the Land Development Code. The following Land Development Code sections are proposed to be amended: **(1)** Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals, **(2)** Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, **(3)** Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, subsection (h) Recreational facilities, **(4)** Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts, **(5)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03.-Tree removal process, **(6)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04.-Tree protection and replacement, **(7)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05.-Landscape and irrigation plan requirements, **(8)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06.-Buffer area requirements, **(9)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07.-Reserved, proposed to be amended to Existing Developments Landscaping, **(10)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08.-Maintenance of plantings and irrigation systems/enforcement, **(11)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09.-Land clearing to be deleted and Tree Abuse section created, **(12)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10.-Grading and Filling to be deleted and Land Alteration Permits section created, **(13)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11.-Mining and excavation to be deleted, **(14)** Chapter 4, Plan Review and Subdivision, Article I, Site plan review

procedures, Section 4-02.-Site plan approval required; thresholds, and (15) Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07.-Restriction on release of permits.

SECTION 2, BACKGROUND: On June 4, 2024, the City Commission conducted a discussion item and provided direction on the percentage of native plants to include within the Land Development Code. The Landscape Article of the Land Development Code has not seen amendments or updates since the 2004 Land Development Code re-write. City staff has reviewed the Land Development Code for updates. As part of the update process, City staff conducted two meetings on September 10, 2024 and October 24, 2024, to discuss potential Land Development Code updates. A project website has been maintained at <https://www.ormondbeach.org/1058/Landscaping-Updates>. Staff sent notices of the two meetings to individuals who had previously expressed interest in landscaping standards and design professionals. The two meetings provided opportunities for discussions, suggestions and edits. The purpose of the discussion item is to provide the Planning Board an introduction to the Land Development Code amendment and gain any input prior to the process of the formal amendment.

The Planning Board conducted a discussion item regarding the landscape updates on November 14, 2024. The Planning Board minutes are included as ATTACHMENT 2. The Quality of Life Advisory Board is scheduled to review the landscape update on December 5, 2024.

SECTION 3, ANALYSIS: There are fifteen (15) sections of the Land Development Code that are proposed to be updated. ATTACHMENT 1 contains a summary of the amendment and the proposed Land Development Code text amendments. Sections that are highlighted have been updated since the November 14, 2024 Planning Board discussion item with the new text also highlighted. Below is a summary of the sections to be amended:

Item 1: Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals.

Key Change: Text added to allow appeal of decisions or interpretation of the landscape architect to the City Commission.

Item 2: Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words.

Key Changes: Updated definitions based upon proposed landscape changes. Updated since the November 14, 2024 Planning Board meeting.

Item 3: Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, Planned Residential Development Zoning District.

Key Changes:

1. Allows wetlands and upland buffers to count toward required natural preservation.
2. Increase the outdoor recreation requirements in lieu of providing indoor recreation.

Item 4: Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts.

Key Changes: Seventy-five (75%) of the trees shall be native shade trees and other miscellaneous changes.

Item 5: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03. – Tree removal process.

Key Changes:

1. General section updates.
2. Historic tree removal application requirement to have an arborist report.
3. Updated violation section.
4. Added Ormond Scenic Loop and Trail under the canopy road section and encourage replacement trees to be placed no further than 10 feet to the right-of-way.

Item 6: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04. – Tree protection and replacement.

Key Changes:

1. Amends specimen tree mitigation standards.
2. Removing trenching as this is not the preferred method (severs roots) when excavation occurs in close proximity to existing trees. The preferred method is tunneling.
3. City Commission directive - at least seventy-five percent (75%) of the required trees shall be native shade trees.
4. Mitigation for specimen trees proposed to be fifteen percent (15%) of the total cross-sectional area and will follow Volusia County's requirement.

Item 7: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05. – Landscape and irrigation plan requirements.

Key Changes:

1. City Commission directive: At least fifty percent (50%) of all required shrubs and ground covers shall be of a native species, excluding the Greenbelt and Gateway Preservation District.
2. Stormwater retention areas not allowed in required landscape buffers.
3. Inserted plant materials list. This list was updated after the November 14, 2024 Planning Board meeting. **It is important to note that this list is a guide only and other plant materials may be acceptable.**
4. Added Florida Friendly Landscaping Guide to Plant Selection & Landscape Design to section after November 14, 2024 Planning Board meeting.

Item 8: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06. - Buffer area requirements.Key Changes:

1. Updated land use buffer table based on the existing future land use categories within the Comprehensive Plan.
2. Deleted buffer area reductions to accommodate driveways.

Item 9: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07. - Reserved (proposed to be amended to Existing Developments Landscaping).Key Changes:

1. Applies to existing developments that are reviewed by the Site Plan Review Committee, and who apply for a **change of use, expand or enlarge their existing structure, and for upgrading nonconforming sites.**
2. The intent of this section is to bring properties into compliance to the maximum extent practical as determined by the landscape architect.
3. There is an appeal mechanism to the landscape architects decisions.

Item 10: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08. - Maintenance of plantings and irrigation systems/enforcement.Key Changes:

1. Delete ability to install temporary irrigation for all xeric plantings.
2. Requirement for permit for tree pruning for trees that are 26" in DBH and greater.

Item 11: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09. - Land clearing.Key Changes:

1. Land clearing section to be deleted and replaced.
2. Land clearing to be incorporated into land alteration permit section.
3. This section seeks to establish standards and requirements for enforcement of tree abuse.

Item 12: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10. - Grading and Filling.Key Changes:

1. Delete grading and filling existing section in its entirety and replace with a new section titled land alteration permits.
2. Grading and filling section to be incorporated into land alteration permit section. Establishment of underbrushing (brush mowing) permits.
3. Clarification that vacant single-family lots can only be cleared with a building permit. Incorporation of grading and filling standards into this section.

4. Clarification that Site Plan Review Committee approved plans requires a site engineering permit.

Item 13: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11. - Mining and excavation.

Key Changes: Mining and excavation section to be deleted in its entirety. Mining and excavation exist in the REA zoning district as a Special Exception use and within Section 2-57 with conditions of the use established.

Item 14: Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02. - Site plan approval required; thresholds.

Key Changes: Modified land clearing permits to underbrushing. Added site engineering permit as application that implements approved site plans.

Item 15: Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07. - Restriction on release of permits.

Key Changes: Clarifies that a site engineering permit is required to construct improvements related to an approved site plan.

SECTION 4, CONCLUSION:

Section 1-15(e) of the Land Development Code requires specific criteria must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life.**

There is no development proposed as part of the proposed amendment. The landscape updates include amendments to multiple sections to refresh the landscape requirements of the Land Development Code. The proposed Land Development Code amendment will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally

sensitive lands. The Land Development Code amendment would update the landscape regulations for multiple sections of the Land Development Code.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties. The Land Development Code amendment would update the landscape regulations for multiple sections of the Land Development Code.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The Land Development Code amendment would update the landscape regulations for multiple sections of the Land Development Code. The amendment would not have a negative impact to public facilities.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

There is no development proposed as part of the proposed amendment. The Land Development Code amendment would update the landscape regulations for multiple sections of the Land Development Code.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

No development is proposed as part of the proposed amendment and this criterion is not applicable.

- 8. The proposed development provides for the safety of occupants and visitors.**

No development is proposed as part of the proposed amendment and this criterion is not applicable.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

No development is proposed as part of the proposed amendment and this criterion is not applicable.

- 10. The testimony provided at public hearings.**

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: It is recommended that the Planning Board **APPROVE** an amendment to the Land Development Code to the following sections as shown in ATTACHMENT 1: **(1)** Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals, **(2)** Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, **(3)** Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, subsection (h) Recreational facilities, **(4)** Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts, **(5)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03.-Tree removal process, **(6)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04.-Tree protection and replacement, **(7)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05.-Landscape and irrigation plan requirements, **(8)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06.-Buffer area requirements, **(9)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07.-Reserved, proposed to be amended to Existing Developments Landscaping, **(10)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08.-Maintenance of plantings and irrigation systems/enforcement, **(11)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09.-Land clearing to be deleted and Tree Abuse section created, **(12)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10.-Grading and Filling to be deleted and Land Alteration Permits section created, **(13)** Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11.-Mining and excavation to be deleted, **(14)** Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02.-Site plan approval required; thresholds, and **(15)** Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07.-Restriction on release of permits.

Attachments:

Attachment 1: Land Development Code section summaries and amendments

Attachment 2: Correspondence received

Attachment 3: Planning Board meeting minutes on landscape update from November 14, 2024

ATTACHMENT 1

Land Development Code
section summaries and
amendments

Amendment Item 1

Topic:

Landscape Architect Appeal

Land Development Code:

Chapter 1, General Administration,
Article II, Administration and
Enforcement,

Section 1-19, Appeals

Item 1 Summary - Appeal of the Landscape Architect

Land Development Code section:

Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals.

Topic:

Appeal of the Landscape Architect.

Section summary:

This Section allows appeals of decisions or interpretation of administrative officials, the Board of Adjustments and appeals, and the City Commission.

Proposed changes:

Text added to allow appeal of decisions or interpretation of the landscape architect to the City Commission. The proposed amendments provide discretion to the landscape architect to determine bringing developments in compliance with landscape regulations to the maximum extent practical. If individuals do not agree with the determination of the landscape architect, this section allows appeals to the City Commission for a final determination.

Meeting input:

At the September 10, 2024 and October 15, 2024 meetings there was discussions of an appeal mechanism. There was consideration of an administrative appeal process, but staff is recommending that appeals be provided to the City Commission.

Land Development Code Section: Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals

Topic: Appeal of the Landscape Architect

Sec. 1-19. Appeals.

- (a) *Standing to initiate appeal.* ***No change to existing text***
- (b) *Procedures for appeal.*
- (1) *Appeal of interpretations and decisions of the planning director.* Any interpretation and determination of the planning director of this Land Development Code shall be appealed to the city commission.
 - (2) *Appeal of interpretations and decisions of the chief building official.* Any interpretation and determination of the chief building official of the state building code shall be appealed to the Board of Adjustments and Appeals.
 - (3) *Appeal of interpretations and decisions of the landscape architect.* Any interpretation and determination of the landscape architect of this Land Development Code shall be appealed to the city commission.
 - (4) *Appeal of actions by planning boards.* Except as provided in subsection (c)(3) of this section, appeals to Land Development Code decisions by the planning board shall be made to the city commission.
 - ~~(4)~~ (5) *Appeal of actions by the Board of Adjustment and Appeals.* Any person aggrieved by a decision of the Board of Adjustment and Appeals relative to buildings and construction, including, but not limited to, this Land Development Code, the state building code and the Florida Fire Prevention Code shall be by petition for a writ of certiorari to the circuit court within thirty (30) days after rendition of the decision by the board.
 - ~~(5)~~ (6) *Appeal of actions by the city commission.* Except as otherwise required by law, any person or persons, jointly or severally, aggrieved by any decision of the city commission on any matter arising under this Land Development Code, may apply to the circuit court having jurisdiction in the county for judicial relief within thirty (30) days after the rendition of the decision by the city commission. The proceedings in circuit court shall be by petition for writ of certiorari, which shall be governed by the state appellate rules.
- (c) *Application, fee and transmittal of records.* ***No change to existing text***
- (d) *Stay of work.* ***No change to existing text***

Amendment Item 2

***Updated after November 14, 2024
Planning Board meeting, shown in
yellow highlighted text**

Topic:
Definitions

Land Development Code:

Chapter 1, General Administration,
Article III, Definitions and
Acronyms,
**Section 1-22, Definitions of terms
and words**

Item 2 Summary - Definitions

Land Development Code section:

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words.

Topic:

Definitions. **Updated after November 14, 2024 Planning Board meeting.**

Section summary:

This Section provided definitions of words and terms.

Proposed changes:

1. Drought-tolerant – added definition.
2. Exempt tree/plant materials - removing the plant listing & referencing the Florida Exotic Pest Plant Council (FLEPPC) who is the governing body of exotic pests.
3. Invasive exotic plants definition - removing the Chapter 3 reference listing & referring to Florida Invasive Species Council brochure.
4. Mulch - simplifying the definition.
5. Native plant - simplifying the definition.
6. Palm - simplifying the definition.
7. Protective Barrier - correcting the technical information and referring to city standard detail.
8. Prune – added technical information.
9. Tree Abuse – added additional standards, including percentage removed and pruning of live palm fronds.
10. Tree, Native – refers to the native plants definition.
11. Tree, Nuisance - simplifying the definition.
12. Tree, Protected – clarification of diameter and height above the ground.
13. Tree Protection Zone – new definition that provides the radius of tree protection.
14. Tree, Specimen - adding more technical information & striking through incorrect information.
15. Tree, Understory – deleting incorrect information.
16. Underbrushing – new definition for underbrushing which is allowed under certain conditions.
17. Xeric trees and plant materials – delete definition.

18. Xeriscape – delete definition.

Meeting input:

None.

Land Development Code Section: Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words

Topic: Definitions

*Driveway, joint-use ***No change to existing text****

Drought-tolerant means a type of landscaping utilizing native or drought-tolerant plants and ground cover which needs minimal irrigation, once established, and maintenance. This is detailed in the Florida-Friendly Landscaping Guide to Plant Selection & Landscape Design publication, incorporated herein by reference. Other plant materials may also be considered drought tolerant, subject to the determination of the landscape architect. ~~and low water use plant or tree~~ means native plants or trees capable of surviving extended periods with little or no rainfall, as typically experienced in Central Florida.

*Dry cleaning plants and systems ***No Change to existing text****

*Evacuation routes ***No change to existing text****

Exempt tree/plant materials means any tree, palm or plant materials listed in the Florida Invasive Species Council brochure (floridainvasives.org) and the following trees are exempt from the tree protection requirements of this LDC:

Common Name	Botanical Name
Australian pine	Casuarina leipeconphloia
Brazilian pepper	Schinus terebinthefolius
Camphor	Cinnamomum camphore
Chinaberry	Melia azedarach
Chinese tallow	Sapium sebiferum
Citrus	Citrus species
Earleaf acacia	Acacia auriculiformis
Eucalyptus	Eucalyptus species
Punk tree	Melaleuca quinquenervia
Silk oak	Grevillea robusta
Woman's tongue	Albizia lebbek

*Existing building and existing structure ***No change to existing text****

*Integrated management practice (IMP) ***No change to existing text****

Invasive exotic plant means any land or aquatic plant not indigenous to the state, which exhibits, or has the potential to exhibit, uncontrolled growth and invasion or alteration of the natural qualities and functions of any native habitat. Chapter 3, article I of this Land Development Code, landscaping, contains a listing of such plants. Refer to the Florida Invasive Species Council brochure (floridainvasives.org) for a complete listing of such plant materials.

*Irrigation ***No change to existing text****

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Motor lodge ***No change to existing text***

Mulch means nonliving organic ~~and synthetic~~ material ~~customarily~~ used in landscape design to retard erosion, weed infestation, and retain moisture on the surface of soils. Organic mulches include shredded hardwoods and pine bark. ~~shredded bark, bark chips, composted leaves and yard clippings and pure straw.~~

National Flood Insurance Program (NFIP) ***No change to existing text***

National Geodetic Vertical Datum (NGVD) ***No change to existing text***

Native plants means a plant species with a geographic distribution indigenous to all or part of the county. ~~those plants, including commonized plants, which are appropriate to the ecological setting, are not exotic invasive plants, are tolerant of the hydrological conditions of the site, and require little maintenance upon maturity.~~

Native tree. See *Tree, native.*

Natural area ***No change to existing text***

Owner ***No change to existing text***

Palm means ~~a self-supporting woody plant of tropical or subtropical species commonly marked by a simple stem and terminal crown of large leaves.~~ monocot tree which normally attains an overall height of at least twenty feet (20').

Parapet ***No change to existing text***

Protected vegetation. ***No change to existing text***

Protective barrier means a temporary barricade, at least four (4') ~~three (3)~~ feet in height, which is ~~formed with a minimum radius of six (6) feet from the base of the trees and/or vegetation to be saved up to a maximum distance that is consistent with~~ installed at the dripline of the trees or vegetation. See city tree barricade detail.

Protective services ***No change to existing text***

Prune means the removal of dead, dying, diseased, weak or objectionable branches in a manner consistent with the National Arborist Association ANSI A300 standards.

Public and private utilities ***No change to existing text***

Tree ***No change to existing text***

Tree abuse.

(1) The term "tree abuse" means any and all of the following actions:

- a. Improper pruning that reduces the height or spread of a tree that has not attained a height or spread of thirty feet (30'), by altering the dominant stems within the tree

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

crown to such a degree as to remove the natural canopy of the tree. Removal of more than 25 percent of the canopy.

- b. Improper pruning that leaves stubs (includes Crape Myrtles) or results in a flush cut, or splitting of limb ends.
 - c. Peeling or stripping of bark; or the removal of bark to the extent that, if a line is drawn at any height around the circumference of the tree, over one-third (1/3) of the length of the line falls on portions of the tree where bark no longer remains.
 - d. Using climbing spikes, nails or hooks, except for purposes of total tree removal or as specifically permitted by National Arborist Association Standards as the same may be amended from time to time and incorporated herein.
 - e. Destroying the natural habit of growth which causes irreparable damage and permanent disfigurement to a tree such that, even with regrowth, the tree will never regain the original characteristics of its tree species, or is a danger to the public or property.
 - f. Improper pruning that results in flat-cutting the top or sides of a tree, to sever the leader or leaders or to prune a tree by stubbing off mature wood, except where removal of a branch is necessary to protect public safety.
 - g. Pruning of live palm fronds which initiate above the horizontal plane as shown on a clockface of nine (9) and three (3).
- (2) Exception to the term "tree abuse." The removal of diseased or dead portions of a tree (such as palm fronds), the removal of an interfering, obstructing or weak branch shall not constitute tree abuse under this definition. Interference with, or obstruction of, overhead powerlines (franchise utilities), streetlights, stop signs or traffic signals is an example of pruning which, if accomplished by the National Arborist Association ANSI A300 Standards, is not a violation of this definition.

~~The exempt tree list is omitted from this definition.~~

Tree, canopy ***No change to existing text***

Tree, monocotyledonous (monocot), ***No change to existing text***

Tree, native, see native plants definition. ~~means a tree that was present in the county prior to European settlement in the state.~~

Tree, nuisance, means certain non-native trees often termed exotic, specifically: Brazilian pepper (*Schinus terebinthifolia terebinthifolius*), punk tree, Cajeput or paperbark ~~paper bark~~ (*Melaleuca quinquenervia*), earleaf acacia (*Acacia auriculiformis*), etc.; refer to the exempt tree list for a complete listing of nuisance trees. Refer to the Florida Invasive Species Council brochure for a complete listing (floridainvasives.org).

Tree, palm ***No change to existing text***

Tree preservation area ***No change to existing text***

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Tree, protected. The following trees, except otherwise exempted from this article under chapter 3, article I of this Land Development Code, landscaping, are defined as a protected tree:

- (1) Any tree/palms (3:1 ratio), other than a pine tree, having a diameter of six inches (6") or greater, measured at four and one-half feet (4.5') above average ground level.
- (2) Any pine tree having a diameter DBH of ten inches (10") or greater, measured at four and one-half feet (4.5') above average ground level.
- (3) Any tree located within a conservation easement or similarly designated area, wetland, upland buffer, lake or waterbody, or coastal upland protection zone.
- (4) Any tree preserved or planted according to a tree protection plan or wetland mitigation plan approved by the city.
- (5) Any tree planted according to a landscape plan approved by the city except for trees planted at a size less than subsections (1) or (2) of this definition on single-family lots for purpose of meeting minimum planting requirements set forth in chapter 3, article I of this Land Development Code, landscaping.

Tree Protection Zone. This is the area of soil extending from the tree trunk where roots required for future tree health and survival are located. This area is defined as a circle with a minimum radius of 1' foot for every 1" inch in trunk diameter at 4.5" (DBH) above ground.

Tree removal ***No change to existing text***

Tree, shade, ***No change to existing text***

Tree, specimen, means ~~protected trees that are listed as follows, except exempt trees:~~ trees which are listed below are considered specimen at the DBH sizes shown. except for exempt trees;

- (1) Minimum DBH twelve inches (12"):

Common Name	Botanical Name
Cypress	<i>Taxodium spp.</i>
Oak species	<i>Quercus spp.</i>
Magnolia	<i>Magnolia grandiflora</i>
Pecan	<i>Carya illinoensis</i>
Red bay	<i>Persea borbonia</i>
Red cedar	<i>Juniperus silicicola</i>
Scrub oak	<i>Quercus geminata</i>
Swamp bay	<i>Persea palustris</i>
Sweet bay	<i>Magnolia virginiana</i>

- (2) Minimum DBH eighteen inches (18"):

Common Name	Botanical Name
Elm	<i>Ulmus spp.</i>
Hickory	<i>Carya spp.</i>
Maple species	<i>Acer spp.</i>

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

<u>Pine species</u>	<u><i>Pinus spp.</i></u>
Sweet gum	<i>Liquidambar styraciflua</i>
Sycamore	<i>Plantanus occidentalis</i>
Palm (except sables) (except Cabbage)	<i>Phoenix canariensis</i>

(3) Minimum DBH twenty-four inches (24"):

Common Name	Botanical Name
<u>Pine species</u>	<u><i>Pinus spp.</i></u>

- (3) ~~Minimum DBH twenty-four inches (24"): Any native tree, except pine trees and exempt trees, with a minimum DBH twenty-four inches (24") and not listed in subsections (1) and (2) of this definition.~~
- (4) ~~Minimum DBH thirty-six inches (36"): All pine trees not listed in this article as exempt, and sand pine trees in any zoning district.~~
- (5) Any other tree not listed above, that is twenty-four inches (24") or more diameter at breast height or has historic significance, or tree ~~Trees that~~, in the opinion of the landscape architect, are horticultural specimens or oddities.

Tree, street ***No change to existing text***

Tree trunk ***No change to existing text***

Tree, understory, means a species of tree which normally grows well under larger trees. ~~to a mature height of fifteen feet to thirty-five feet (15' to 35').~~

Trip rate or trip generation rate ***No change to existing text***

Unconfined aquifer. ***No change to existing text***

Underbrushing or brush mowing means knocking down vegetation, selectively removing thick entanglements/overgrowth and leaving the natural ground undisturbed with the roots intact.

Understory vegetation ***No change to existing text***

Wind energy systems ***No change to existing text***

Xeric trees and plants means the plant materials in this definition ~~that can be maintained with minimum irrigation. Other plant materials may also be considered xeric, subject to the determination of the landscape architect. Refer to the guide in this definition for a listing of xeric plant material. Other plant materials may also be considered xeric, subject to the determination of the landscape architect.~~

(1) ~~Trees.~~

~~Native, cultivated:~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

~~Pines, including, but not limited to, longleaf yellow pine, slash pine or loblolly pine, but excluding those pine species listed as exempt.~~

~~Bottlebrush.~~

~~Crepe myrtle.~~

~~Elm spp.~~

~~American holly.~~

~~Bald cypress.~~

~~Chickasaw plum.~~

~~Dahoon holly.~~

~~East Palatka holly.~~

~~Jerusalem Thorn.~~

~~Ligustrum.~~

~~Loquat.~~

~~Majestic beauty.~~

~~Oaks.~~

~~Oleander (tree form).~~

~~Pignut hickory.~~

~~Red bay.~~

~~Redbud.~~

~~Southern red cedar.~~

~~Sweet gum.~~

~~Yaupon holly.~~

~~Wax myrtle.~~

~~Weeping elm.~~

~~(2) *Palms and cycads.*~~

~~(3) *Shrubs.*~~

~~*Native, cultivated:*~~

~~Cabbage palm.~~

~~Cardboard plant.~~

~~Coontie.~~

~~Chinese fan palm.~~

~~Needle palm.~~

~~King sago palm.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Lady palm.

Phoenix palm.

Pindo palm.

Queen palm.

Saw palmetto.

Washington palm.

Xeriscape means a type of landscaping utilizing native or drought tolerant plants and ground cover which needs minimal irrigation, once established, and maintenance. This is detailed in the Waterwise Florida Landscapes Florida's Water Management Districts and Florida Friendly Landscaping publications, incorporated herein by reference. Other plant materials may also be considered xeric, subject to the determination of the landscape architect. South Florida Water Management District publication, Xeriscape Plan Guide II, incorporated herein by reference.

*Yard, required ***No change to existing text****

Amendment Item 3

Topic:

Planned Residential
Development

Land Development Code:

Chapter 2, District and General
Regulations,
Article II, District regulations,
**Section 2-35, PRD, Planned
Residential Development District,
subsection (h) Recreational
facilities**

Item 3 Summary – Planned Residential Development

Land Development Code section:

Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, Planned Residential Development Zoning District.

Topic:

Allow trees within wetland areas to count toward site requirements within the Planned Residential Development zoning district. Amend indoor recreation requirements.

Section summary:

This Section provides the framework and requirements for Planned Residential Developments.

Proposed changes:

1. Allows wetlands and upland buffers to count toward required natural preservation.
2. Increase the outdoor recreation requirements in lieu of providing indoor recreation.

Meeting input:

At the September 10, 2024 meeting, there were inquiries to confirm that tree preservation in wetlands and upland buffers counted towards the required natural preservation. Staff researched verified that the landscape sections allow the use of wetlands and upland buffers as part of the natural preservation requirements, but the Planned Residential Development section did not allow wetlands and upland buffers to be counted towards the required natural preservation.

Land Development Code Section: Chapter 2, District and General Regulations, Article II, District regulations, Section 2-09, REA, Rural Estate/Agricultural Zoning District

Topic: Allow trees within wetland areas to count towards site requirements. Amend indoor recreation requirements.

Sec. 2-35. PRD, Planned Residential Development District.

- (a) *In general.* ***No change to existing text***
- (b) *Permitted uses.* ***No change to existing text***
- (c) *Density.* ***No change to existing text***
- (d) *Dimensional requirements.* ***No change to existing text***
- (e) *Interior road system.* ***No change to existing text***
- (f) *Off-Street parking.* ***No change to existing text***
- (g) *Landscaping and utility lines.* ***No change to existing text***
- (h) *Recreational facilities.* Areas for passive and active recreation shall be provided. Such areas shall be designed and improved to serve their intended use and shall reflect the recreational needs of the residents of the development. Recreational areas shall meet the following minimum requirements:
 - (1) They shall be located and designed with adequate access to encourage use by the residents;
 - (2) Active indoor or outdoor recreation areas, such as swimming pools or community buildings, shall be designed to serve a maximum of three hundred (300) dwelling units;
 - (3) Thirty (30) square feet of indoor recreation floor area, including exercise rooms, all-purpose space, dining areas and similar uses shall be provided for each dwelling unit, unless waived by the city commission and replaced at a minimum as follows:
 - a. ~~Subdivisions of two hundred (200) dwelling units or less may provide, at a minimum, an additional thirty (30)~~ Sixty (60) square feet per unit of outdoor active recreation space in compliance with this section in lieu of the indoor recreation floor area requirement;
 - b. ~~Subdivisions that do not provide indoor recreational facilities are not eligible for park and recreation impact fee credits;~~
 - e. The open space and/or additional outdoor facilities must be compatible with adjacent properties and the recreational facilities must be consistent with the needs of the project;
 - d. c. The planning board and city commission determine, after reviewing the proposed development plan, that the preservation of natural resources and/or provision of

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

additional recreation facilities is appropriate and that indoor recreational facilities can be waived;

- (4) Sixty (60) square feet of outdoor active recreation space (exclusive of parking, landscaping, retention/detention ponds and other site features), including pools, pool decks, shuffleboard courts, tennis courts and fishing piers and similar uses, shall be provided for each dwelling unit. Impact fee credits for any specific outdoor recreation site shall be limited to three hundred (300) dwelling units;
 - (5) Recreation sites which include indoor and outdoor activities shall comply with all general site plan design and construction standards with regard to buffer areas, landscaping, interior landscaping, parking arrangement, lighting, signing, and drainage. Up to fifty percent (50%) of the required parking may be designed as overflow spaces;
 - (6) The minimum parcel size of any single active recreational area shall be eight thousand (8,000) square feet in area and no less than eighty feet (80') in its smallest dimension. No designated active recreation area shall be closer than thirty feet (30') to a dwelling unit within the development at its closest point and shall be adequately buffered to reduce noise, glare and visual impacts on adjoining homesites. Active recreation facilities shall not be located in any required buffer area;
 - (7) Thirty (30) square feet of common accessible, open space shall be provided for each dwelling unit as follows:
 - a. Common open space shall be available to all the residents of the development. At the option of the developer, subject to the approval of the city commission, common open space may be dedicated to the use of the general;
 - b. Common open space must be adequately landscaped and irrigated;
 - c. Natural features worthy of preservation shall be left in a natural state;
 - d. Waterbodies may be utilized to meet twenty-five percent (25%) of the available open space requirement, provided significant recreational use of the waterbody can be demonstrated. Water retention and wetland areas may not be included in this calculation;
 - (8) Twenty percent (20%) of the project shall be left in a natural state. This may include designated conservation areas within lots or common areas, ~~but shall not include classified wetlands and required upland buffers;~~
 - (9) One (1) on-site parking space shall be provided for each two hundred fifty (250) square feet of indoor recreation area and one (1) such space for each four hundred (400) square feet of active outdoor recreation area. If both types of recreation areas are located on the same site, only the indoor requirement must be met. Applicants requesting a waiver of indoor recreation facilities may request approval of an alternative parking plan as part of the planned residential development application. Alternative parking plans shall be reviewed for consistency with the city's comprehensive plan, this Land Development Code, the Americans with Disabilities Act (ADA) and other applicable regulations.
- (i) *Supplemental requirements. ***No change to existing text****
- (j) *Application and review. ***No change to existing text****

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (k) Adoption/amendments/expiration. ****No change to existing text****
- (l) Exceptions. ****No change to existing text****

Amendment Item 4

Topic:

Greenbelt and Gateway
Preservation Districts

Land Development Code:

Chapter 2, District and General
Regulations,
Article VI, Overlay Districts,
**Section 2-73, Greenbelt and
Gateway Preservation Districts**

Item 4 Summary – Greenbelt and Gateway Preservation Districts

Land Development Code section:

Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts.

Topic:

Greenbelt and Gateway Preservation Districts.

Section summary:

This Section requires additional landscape plantings and preservation along key major roadways as well as requirements for monument signage.

1. These are the roadways which the Greenbelt standards apply, certain thoroughfare roadways (Granada Boulevard, Interstate 95, North U.S. Highway 1, Clyde Morris Boulevard, Williamson Boulevard, and South Tymber Creek Road), within the city that serve as corridors and gateways to the city and require the Greenbelt and Gateway Preservation requirements.
2. The tree requirement is one tree per 200 square feet of greenbelt area, which is a very high standard.
3. The developer shall be required to replant a **minimum of sixty percent (60%)** of the greenbelt area with native shrub, hedge or other plant material. The remaining forty percent (40%) can be either sod or other landscape material that is integral to the overall design of the buffer.
4. City Landscape Architect recommends not changing the native percentage for replanting of shrubs/ground covers and leaving it at 60% native and the remaining 40% can be other landscape materials.
5. The Greenbelt standards exceeds Volusia County and other municipalities standards.

Proposed changes:

1. The developer shall be required to replant a minimum of sixty percent (60%) of the greenbelt area with native shrub, hedge or other plant material. The remaining forty percent (40%) can be either sod or other landscape material that is integral to the overall design of the buffer.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts

Topic: Greenbelt and Gateway Preservation Districts.

Sec. 2-73. Greenbelt and Gateway Preservation Districts.

(a) *Purpose and intent.* ***No change to existing text***

(b) *Scope.* ***No change to existing text***

(c) *Design criteria.*

(1) *Landscape buffer requirements.*

a. The following standards shall apply to single-family residential developments in which access to individual homes is provided from internal streets except for those abutting I-95 (see figure 1):

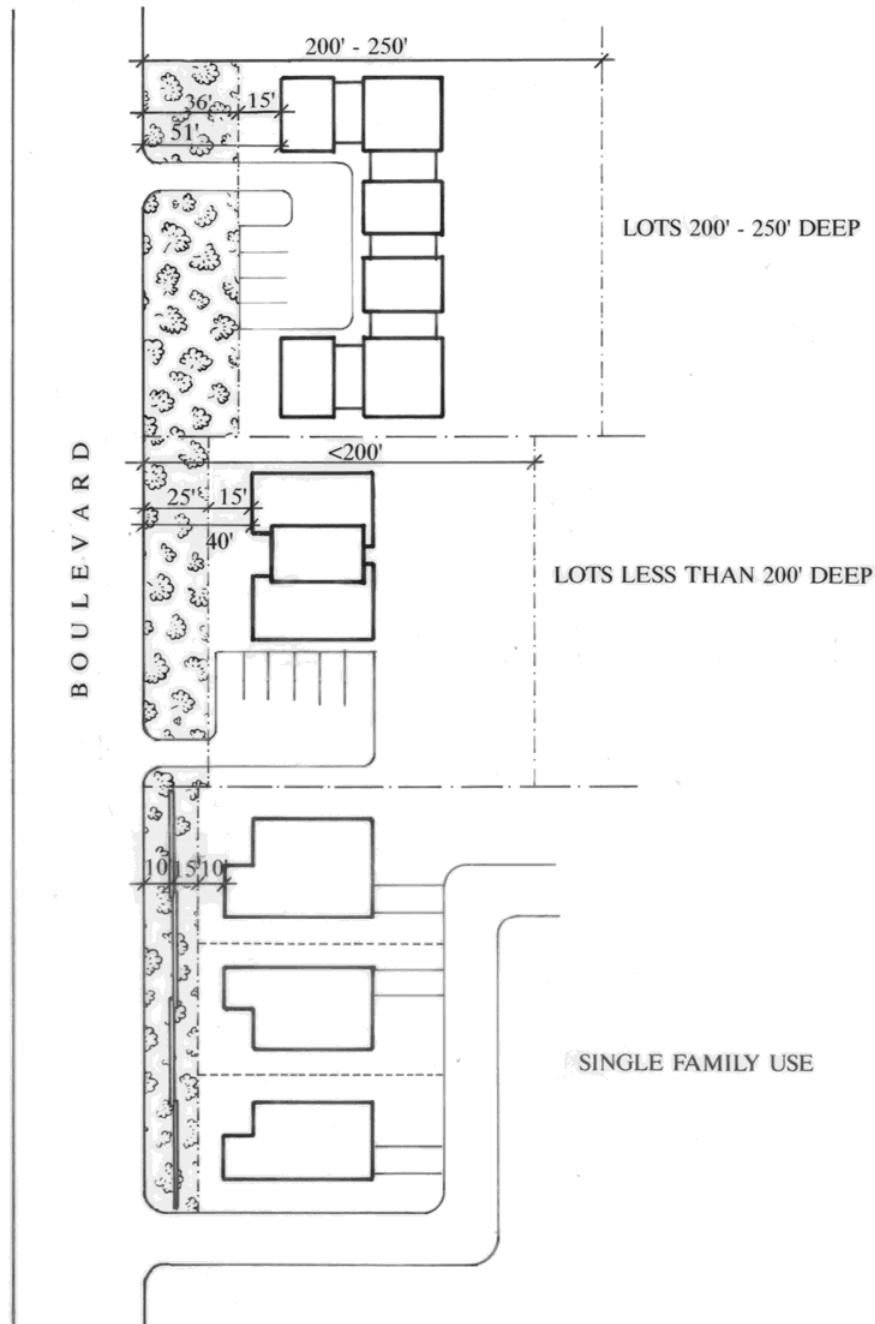
1. There shall be a ten-foot (10') wide landscaped buffer, ~~to include berming,~~ on the designated greenbelt route side of a minimum five-foot (5') high wall constructed of brick or other type of finished masonry which is compatible with the architectural design of the development; both the wall and the landscaped buffer shall be in a common area under the ownership and maintenance responsibility of the development's homeowners' association, which responsibility shall be clearly established in the restrictive covenants for the development. Where existing vegetation between the wall and right-of-way line is insufficient, additional predominantly native material is to be planted so that no more than thirty feet (30') of wall remains unbuffered by vegetation. (Each plant grouping between areas of devoid planted wall face shall have a minimum of thirty (30) square feet of planted area.) In situations where placing the wall, as described in this section, will severely impact the existing vegetation, the landscape architect may approve relocating the wall to the rear of the greenbelt landscape buffer.
2. There shall be a fifteen-foot (15') landscaped buffer, to include trees, on the homeowners' side of the aforesaid wall; this landscaped buffer shall be established as a conservation easement in favor of the homeowners' association, but with the city having the right to enforce the easement in instances when the association may fail or refuse to do so, such enforcement to be at the expense of the association and the owner of the lot on which the enforcement action becomes necessary.
3. All principal and accessory residential structures and screen enclosures shall be set back at minimum of ten feet (10') from the landscaped buffer.
4. Except when there is established on the plat a minimum rear yard setback of at least thirty feet (30'), the plat and the restrictive covenants for the

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

development shall prohibit swimming pools in the rear yards of lots abutting designated greenbelt routes; said thirty feet (30') may include the required ten-foot (10') landscaped buffer described in subsection (c)(1)a2 of this section.

5. The special landscape requirements in subsections (c)(2)a and in (c)(2)d through (2)o of this section, inclusive, shall apply to this section.
- b. The following standards shall apply to all development projects ~~other than single-family residential developments, in which access to individual homes is provided from internal streets, those projects abutting I-95 and those developments located between U.S. 1 and Dodson's Creek (see figure 1):~~
 1. A minimum thirty-six-foot (36') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.
 2. For lots in existence prior to April 3, 1984, with an average lot depth of less than two hundred feet (200') and for lots which are reduced to an average lot depth of less than two hundred feet (200') as a result of an eminent domain proceeding, a minimum twenty-five-foot (25') wide landscaped buffer area shall be required on those sides of a lot which abut a designated greenbelt route.
- c. The following standards shall apply to all development projects abutting I-95:
 1. A minimum sixty-foot (60') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.
 2. A minimum twenty-five-foot (25') wide landscape buffer area shall be provided between any new access road and a designated greenbelt route.
 3. All of the special landscape requirements listed in subsections (c)(2)a through (2)o, inclusive, of this section shall apply to all development projects abutting I-95.
- d. The following standards shall apply to all development projects between U.S. 1 and Dodson's Creek: a minimum twenty-foot (20') wide landscape buffer shall be required on those sides of any lot which abut the designated greenbelt route.

**FIGURE 10.1
GREENBELT CORRIDOR
BUFFER AND SETBACK REQUIREMENTS**



(2) *Special landscape requirements.*

- a. The landscaped buffer area shall meet the requirements of this section or chapter 3, article I of this Land Development Code, whichever is more restrictive. Note that in section 3-05(c)(1), sites located in the Greenbelt Overlay District shall have a minimum of thirty percent (30%) of the first two hundred feet (200') of the site

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

measured from the right-of-way line and running parallel thereto as landscaped area.

- b. The landscaped buffer area shall contain no parking or structures, except signs as permitted in subsection (c)(3) of this section.
- c. All principal and accessory residential structures and screen enclosures shall be setback a minimum of fifteen feet (15') from the landscaped buffer, except for those parcels between U.S. 1 and Dodson's Creek.
- d. In all development projects, regardless of the type, development in the greenbelt areas shall be designed to minimize the need for fill material or such other treatment which would remove or harm existing trees or other plant materials within the landscaped buffer areas. Therefore, except for access drives or where berming is approved as an integral part of a landscaping plan, fill shall be prohibited in the landscaped buffer area.
- e. If existing on-site vegetation, such as understory and trees that are well-established and mature, is less than sixty percent (60%) of the proposed unpaved areas, additional predominantly native shrubs and ground cover shall be added to supplement what exists in order to provide a minimum of sixty percent (60%) vegetation. Existing weeds, dead or yellow palm fronds and branches, and any other trees and vegetation deemed undesirable due to condition of plant or species, shall be removed after a site inspection and approval by the landscape architect. Any area not required to be vegetated may be sodded, but in no case shall sodded areas exceed forty percent (40%) of the unpaved area within the greenbelt.
- f. The greenbelt buffer shall be preserved to the maximum extent possible. The property owner, or the owner's designee, may request the removal of existing understory plantings (shrubs, ground cover, etc.). The landscape architect shall review the application and determine the amount of understory coverage existing on-site. The applicant shall submit plans to the landscape architect indicating the existing understory coverage, the amount to be removed, the type, location and amount of replacement understory. The developer shall be required to replant a minimum of sixty percent (60%) of the greenbelt area with native shrub, hedge or other plant material. The remaining forty percent (40%) can be either sod or other landscape material that is integral to the overall design of the buffer. The landscape architect shall review the plans for location and type of material, and shall require the use of native plant material.
- g. Greenbelt landscaped buffer areas shall include a minimum of one (1) tree per two hundred (200) square feet, or fraction thereof. Existing trees located within the required buffer and having a two-inch (2") trunk, four and one-half feet (4½') above grade, may be utilized to meet this requirement. All new trees must be Florida grade No. 1 or better.
- h. If the requirement is not met by existing vegetation and if revegetation is necessary to meet this requirement, seventy-five (75%) of the trees shall be native shade trees. If conflicts occur where shade trees are not appropriate then a native understory tree shall be planted to meet the minimum requirement. ~~only native state trees such as~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

~~live oak, water oak, hickory, East Palatka holly, sabal palmettos (cabbage palms), Florida red maple, sweet gum, sugar berry, magnolia and laurel oak may be used.~~

- i. The landscape architect may waive whatever portion of the tree planting that may be necessary if he determines that overcrowding would prevent the trees within the buffer from reaching a mature level of growth for the species involved. Larger caliper trees may be utilized to reduce the number of trees required, as long as the same cross sectional area is met.
- j. If sabal palmettos (cabbage palms) are used to meet tree standards, three (3) shall be deemed as one (1) tree.
- k. Irrigation is required for those areas which are landscaped or revegetated; ~~except temporary irrigation may be permitted as needed, for the sections where xeric plant materials are installed.~~
- l. Areas within the greenbelt may not be used for retention; ~~, provided there is no change in elevation or removal of existing landscape materials (e.g., trees, shrubs or ground cover) and the retention area is consistent with the applicable design standards set forth in chapter 3, article II of this Land Development Code.~~
- m. Where existing vegetation is nominal or diminishing, the greenbelt buffer area shall be enhanced to provide ground cover, understory, and tree canopy sufficient to maintain the continuity of the buffer appearance throughout the corridor.
- n. The property owner shall be required to eliminate all noxious or exotic vegetation that detracts from the appearance of the existing or planted vegetation within the buffer area. In all cases, the property owner shall be responsible for the maintenance and upkeep of the landscape buffer in a clean, acceptable manner. The landscape architect, or his designee, shall be responsible for the enforcement of this requirement. The landscape architect shall utilize typical industry standards, such as National Arborist Association standards, in reviewing the maintenance of the landscape buffer.
- o. The landscape architect shall credit existing trees down to two inches (2") in caliper toward meeting minimum requirements pursuant to section 3-05(c)(4), subject to the following situations:
 1. If the greenbelt landscape buffer is designed so that there is no removal of existing vegetation and there are additional plantings that enhance the overall appearance of the buffer.
 2. If the greenbelt landscape buffer is designed so that all understory ground cover is removed, but an equivalent area of ground cover is replanted with native material that improves the overall appearance of the buffer, and the trees are underplanted with vegetation.
 3. If the greenbelt landscape buffer is designed so that all understory ground cover is removed, but sixty percent (60%) of the ground cover is replanted with native material, with the remaining forty percent (40%) being sod, and the overall design improves the appearance of the buffer, and the trees are underplanted with vegetation.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (3) *Signs*. The provisions of chapter 3, article IV of this Land Development Code, sign regulations, shall apply to the Greenbelt Preservation District.
- (4) *Architecture*. All structures for properties within the greenbelt shall comply with the architectural standards in chapter 3, article VI of this Land Development Code.

Amendment Item 5

***Updated after November 14, 2024
Planning Board meeting, shown in
yellow highlighted text**

Topic:

Tree Removal Process

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
**Section 3-03. – Tree removal
process**

Item 5 Summary – Landscape Article – Tree Removal Process

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03. – Tree removal process.

Topic:

Tree removal process. **Updated after November 14, 2024 Planning Board meeting.**

Section summary:

Details the permitting process.

Proposed changes:

1. General updates.
2. Historic tree removal application requirement to have an arborist report (informal requirement now).
3. Updated violation section.
4. Added Ormond Scenic Loop and Trail under the canopy road section and encourage replacement trees to be placed no further than 10 feet to the right-of-way.

Meeting input:

1. Recommend to include “imminent hazard” wording for historic trees.
Staff Response: Section 3-03(a)(3)(c) of the Land Development Code provides conditions of imminent hazard.
2. Per F.S. 163.045, recognizes a tree report can be prepared by a Florida licensed Landscape Architect.
Staff Response: Staff recognizes the Florida Statutes allows a Florida licensed Landscape Architect to authorize tree removal under certain conditions on existing single-family lots.
3. If there is a 12’x10’ expansion on a one (1) acre lot, is a full tree survey needed on the property? (or just in the limits of the work?)
Staff Response: A tree survey will be required for the expansion area. If protected & specimen tree mitigation is required it would be a condition of the permit and would need to be satisfied prior to certificate of compliance.
4. If there is a 12’x10’ expansion on a one (1) acre lot and an 18” oak tree needs to be removed, is a full tree survey needed on the property and will mitigation be required if the lot meets the minimum number of trees?
Staff Response: If an 18” oak tree is removed which is considered a specimen tree, the owner would need to survey other specimen trees that would be saved if they

wanted to receive specimen tree credit. If there are no saved specimen trees, then they would have to mitigate for the removal of the 18" oak tree per Mitigation Chart A.

5. We had a project where the mitigation was required above and beyond the minimum number of lot trees required?

Staff Response: Yes, tree mitigation is in addition to the minimum number of trees required for that lot.

6. If there is a 12'x10' expansion on a one (1) acre lot and the site has no trees; Do you they need to plant 1 tree/1,500 SF or 29 trees?

Staff Response: Yes, each homeowner is required to maintain and have their minimum number of required trees for their lot. Existing trees on the property count to the required tree minimums. The City Landscape Architect is authorized to determine maximum extent practical in unique situations.

7. Canopy/scenic roads: How closely to the R/W does this section apply. (i.e. front yard setback ?)

Staff Response: This section details the protection of specimen trees along the stated canopy roads. Majority of these trees were existing prior to the roads being built.

8. To create an Ormond Scenic Loop and Trail Overlay on North Beach Street & John Anderson Drive.

Staff Response: Staff has reached out to Volusia County as they are the governing entity to maintain this roadway. Staff explained that these roadways abut existing single family zoning. There was agreement at the October 15, 2024 meeting to add the Ormond Scenic Loop and Trail under the canopy road section and encourage replacement trees to be placed no further than 10 feet to the right-of-way.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03. - Tree removal process.

Topic: Tree removal process.

Sec. 3-03. – Tree removal process.

(a) Permit required.

- (1) Except as noted in subsection (a)(2) of this section, any person who proposes to cut down, move, remove, or destroy any protected tree, as defined in section 1-22, including those located on single-family lots, shall first obtain a tree removal permit from the city for activities involving tree removal not otherwise allowed as part of a site plan approval. Such permits may include tree protection measures deemed necessary by the landscape architect to protect trees that are capable of preservation under certain conditions. Requests for tree removal permits for existing single-family residential properties only, shall be made to the Neighborhood Improvement Division ~~public works department~~. Permits for all other property uses shall be made to the landscape architect.
- (2) ~~All trees and palms defined in section 1-22~~ that are located on vacant undeveloped land that is designated for residential, commercial, office, institutional or industrial uses on the city's adopted future land use map (series) or official zoning map shall not be removed except as permitted through the development of the site. Maintenance of the site is allowed and encouraged.
- (3) A tree removal permit is not required for the removal of any of the following:
 - a. Tree species defined as exempt in section 1-22.
 - b. Trees not defined as protected in section 1-22.
 - c. Any tree that endangers the public health or safety and therefore requires immediate removal, provided that, except for removal affecting electrical service, prior verbal authorization is given by the landscape architect. Such oral authorization shall be forthwith confirmed in writing by the landscape architect. Current photograph documentation with photo date stamped will be required. If photo documentation is not provided than it will be treated as a violation.
 - d. Trees in state-approved plant or tree nurseries or botanical gardens which are planted and growing for the purpose of being sold or for other public purposes.
 - e. Trees planted for the purpose of harvesting and located within active and bona fide commercial silviculture areas or property purchased and maintained for silviculture, shall not be sold or cleared within five (5) years from the date of purchase or installation of trees.
 - f. Removal of trees by the city pursuant to a public park management plan reviewed and approved by the city commission, or a site plan reviewed and approved by the SPRC, and where such plan is implemented by the landscape architect.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- g. Removal of trees where required by provisions of law or state regulations not inconsistent with the provisions of this article.
- (4) Application requirements for tree removal permit. The following requirements and application process does not include all permitting requirements: (See section 3-04, for additional plan submittal and application requirements.)
- a. Any application for a tree removal permit involving no other construction activity shall include the following:
 - 1. Street address and directions to the site.
 - 2. Purpose for the tree removal.
 - 3. Most recently available boundary survey.
 - 4. General location of protected and specimen trees.
 - b. If tree removal is proposed in conjunction with construction activity which includes accessory structures, such as pools, pool houses, freestanding sheds, hot tubs and patio areas, that does not require SPRC approval, such as a single-family home or a duplex in most zoning districts, then the application shall include the following:
 - 1. Street address and directions to the site. For undeveloped sites, clearly post the lot with a number or name. The contractor shall mark all corners of the property and the house shall be staked prior to inspection.
 - 2. Description of the work to be done on the site. For example:
 - (i) Clear for slab on grade construction;
 - (ii) Clear and cut for foundation wall or stem wall ~~stemwall~~ construction; or
 - (iii) Remove tree for a stated reason.
 - 3. A sealed survey, prepared by a state-licensed land surveyor, showing the house, driveway locations, all boundary information and exact locations for all hardwood trees, and palms ~~over~~ six inches (6") and greater in diameter, and pines ~~over~~ ten inches (10") in diameter and greater as measured four and one-half feet (4½') above the ground. The professional survey shall not be less than one (1) year old from the date submitted. If applicant intends on applying for tree credits for existing trees down to four inches (4"), they must meet the survey and tree protection requirements as outlined in section 3-04(c). Applicant shall provide finished floor elevation of structures, including road elevations existing and proposed grade elevation at all corners and two (2) elevations at the midpoints of the lot. All plans shall show the limits of the fill and beginning of natural grade occurring prior to the construction activity.
 - 4. Note methods of root zone protection for trees preserved in fill areas, see Section 3-04(7) of this code and areas subject to damage during construction.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

5. ~~Mark trees on the site that are to be removed with red or orange tape. Trees to be removed shall be documented on the civil demolition or tree protection/removal plans.~~
 6. A tree protection/removal plan ~~plot plan or survey~~ drawn to scale shall clearly indicate the location of the proposed house and driveway and other impervious structures. Proposed retention and swale areas shall also be identified as these effect tree removals. The tree protection/removal plan ~~plot plan~~ shall clearly mark trees to be removed and remain. An existing tree legend shall clearly identify and show graphically on the plan, protected, specimen and historic trees to remain and being removed. All trees shall be labeled with type and diameter. The applicant shall concurrently submit, ~~on a form provided by the city,~~ the protected and specimen tree mitigation calculations based on the standards contained in this article.
 7. Identify measures to preserve protected and specimen trees during and after construction activity in accordance with the tree protection standards of section 3-04.
- c. For development processed through the ~~SPRC~~ Site Plan Review Committee, the application and plans for tree removal shall be considered in conjunction with ~~SPRC~~ Site Plan Review Committee review, as follows:
1. In addition to any other requirements required under this article, and site plans submitted under chapter 4, article II of this Land Development Code, subdivisions, submitted under section 3-15, grading and filling permits applicants shall submit signed & sealed digital copy thru the online project system and submitted under this article shall include eleven (11) copies of a tree survey prepared by a registered land surveyor and/or a registered state landscape architect at the same scale as the site plan or plat showing the following:
 - (i) North arrow, scale, name of project, name of applicant, name of surveyor and date.
 - (ii) The location of all protected & specimen trees on the site by DBH size and identifying species type. ~~(trunk determined and inspected by the landscape architect).~~
 2. Tree protection plan. The applicant shall submit a tree protection plan to be prepared by a registered state landscape architect. The plan shall demonstrate compliance with section 3-04(b) and (c), general and construction standards. Methods shall be included for preserving heavily wooded sites and protected/specimen trees in or adjacent to water retention areas or where any impervious surface is located within the dripline of any protected or specimen trees.
- d. All applicants for the removal of trees related to development activity are encouraged to arrange a preapplication conference with ~~their~~ the project's

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

landscape architect and the city's landscape architect to identify the tree protection standards that must be addressed as set forth within this article.

(b) *Issuance of tree removal permits.*

- (1) The tree removal permit shall be approved concurrently with any other required application including, but not limited to, planned development, subdivision, special exception, site plan, fill and grading plan or building permit.
- (2) The landscape architect shall not issue a tree removal permit except when it is determined, after field inspection, that the tree removal is for a valid purpose which cannot be accomplished without removal of the tree. The following are the criteria used by the landscape architect and Environmental Improvement Officer in reviewing applications for removal of trees:
 - a. The tree has hazardous branching structure such as included ~~impacted~~ bark, hollow trunk, low fork in the trunk, or the tree has been topped is a hazard to traffic, public utilities, buildings or structures;
 - b. The tree is injured, diseased or insect-infested such that it is a hazard to people, structures or other trees;
 - c. The tree prevents access to a lot or parcel;
 - d. Removal of the tree is necessary in order to develop a parcel for principal and accessory structures authorized by this Land Development Code and there are no viable alternatives;
 - e. Improper tree species under or near a power line, per the landscape or permitting authority approval;
 - f. The tree is within five feet (5') of the house foundation and roots are threatening to damage the slab or other structure such as an air conditioner pad, pool, patio or septic system;
 - g. If the tree poses a threat to traffic visibility (vehicular or pedestrian);
 - h. If the tree is crowding an adjacent tree and it would be better for both trees if one (1) were removed, due to crossing branches or unsymmetrical shape;
 - i. In the judgment of the fire chief, the tree or trees within are located within thirty feet (30') of an existing residential structure and located in an area of the city susceptible to wildfires from adjacent rural or undeveloped, vegetated lands; and
 - j. Removal is necessary to accomplish and further other goals or objectives of the city's comprehensive plan or other adopted policies of the city.
- (3) Tree mitigation shall be provided for the removal of trees authorized by this section. Mitigation for removal of trees from existing developed single-family and duplex dwelling units shall comply with the requirements of section 3-04(c)(1). Existing ~~specimen or protected trees~~ over the minimum tree lot requirement on developed single-family or duplex lots that are to remain shall be counted towards meeting the mitigation

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

requirements. This provision shall apply only to those hardwood species and palms (3:1 ratio) with a caliper of six inches (6") or greater and pine species with a caliper of ten inches (10") or greater. Mitigation for all other types of development shall comply with the mitigation requirements specified in section 3-04(c)(1).

- (4) If the work described has not begun within six (6) months from the date of issuance of the permit, the permit shall expire and notice thereof shall be given to the permit holder affected. Tree removal permits issued in conjunction with building or grading permits shall expire concurrently with the expiration of those permits.
- (c) *Historic trees.* Trees designated as historic trees shall not be removed and any construction activity that may cause damage to such trees shall not be allowed without the approval of the city commission. Applications for a historic tree removal shall be filed with the ~~city~~ landscape architect and shall include the appropriate fee as established in the Code of Ordinances, Chapter 8, Section 8-10 ~~by section 1-27~~. All historic tree removals will require, Level 3 Tree Risk Assessment Arborist report to be prepared by a certified arborist with an active licensure. The arborist report shall detail the tree type with photographic documentation, DBH size, analysis of tree condition and recommendations. No historic tree shall be allowed to be removed without an approved development order or building permit in place. Public notice shall be provided of the time, date and place of the hearing at which such designation or request for removal will be considered by the city commission. These regulations shall not supersede the exemptions in subsection (a)(3)e of this section, where the landscape architect determines that the immediate removal of a historic tree is needed to eliminate a clear and imminent hazard to the public's health, safety or welfare.
- (d) *Specimen trees.* No specimen tree, other than those excepted under subsection (a)(3) of this section, shall be removed or damaged through the use of chemicals, root trimming, boring, use of nail, or the installation of impervious surfaces within the dripline, unless a permit is issued by the landscape architect based on a finding that the tree is damaged to a point where its survival is unlikely, or that it otherwise presents a danger to the public health, safety, and welfare, or is approved for removal through a tree removal permit, an approved site plan, land clearing permit, site development permit (subdivision) or grading and filling permit.
- (e) *Canopy/scenic roads.*
 - (1) *Approval needed to remove specimen trees.* No specimen tree may be removed from the following designated canopy roads, except as approved by the city commission:

Street Name	From/To
Live Oak	Beach Street to Ridgewood
Riverside Drive	Granada to Fluhart
North Ridgewood	Melrose to Warwick
Greenwood	Ridgewood to MacIntosh
North Beach Street	Wilmette to Sanchez
North Beach Street	Oak Forest to Tomoka State Park boundary
Center Street	Hand Avenue to Broadmoor Circle
Tomoka Oaks Boulevard	Nova Road to the island dividing North and South St. Andrews

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (2) *Purpose and intent.* Canopy road and scenic drive protection standards are intended to preserve the natural beauty and scenic vistas of and from the roadways described in this section.
- (3) *Designation.* The following roads are hereby established as designated canopy road tree protection zones:
- a. Live Oak from Beach Street to Ridgewood.
 - b. Riverside Drive from Granada to Fluhart.
 - c. North Ridgewood Melrose to Warwick.
 - d. Greenwood Ridgewood to MacIntosh.
 - e. North Beach Street Wilmette to Sanchez.
 - f. North Beach Street Oak Forest to Tomoka State Park Boundary.
 - g. Center Street Hand Avenue to Broadmoor Circle.
 - h. Tomoka Oaks Boulevard, Nova Road to the island dividing North and South St. Andrews.
 - i. Addison Drive, that portion within the city limits.
- (4) *Protection standards.*
- a. No specimen trees shall be removed without a tree removal permit from the landscape architect and FDOT or the county for rights-of-way maintained by those entities. Except as needed to protect the public health, safety and welfare and where no practical alternative exists, tree removal permits shall not be issued. If issued, mitigation shall be required as per subsection (b)(3) of this section and as necessary to maintain the canopy nature of the road.
 - b. All construction, development and tree maintenance activity shall preserve and nurture the existing canopy of native vegetation over the scenic roadways. New development adjacent to canopy roads are required to plant one native shade tree every 50' lineal feet no closer than ten feet (10') to the right-of-way and shall be prepare and implement a program of replantings in areas where the cover is nominal or diminishing of a type and density as approved by the landscape architect.
 - c. Any widening of any canopy road shall mitigate against the loss of canopy by planting mature trees designed to maintain the canopy at least three (3) years in advance of the planned construction.
 - d. Following a coastal storm event that destroys a substantial number of trees on the canopy road, the citywide tree replacement fund shall be used for the replanting of trees to restore the canopy. city should implement a program to provide for the replanting of trees to restore the canopy. The landscape architect shall coordinate the implementation of these trees.
- (5) *Scenic drives.*

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- a. *Designation.* The following scenic drives are hereby established:
 1. U.S. 1 from Thompson's Creek to Nova Road.
 2. All of Beach Street.
 3. All of John Anderson Drive.
 4. All of Riverside Drive.
 5. Addison Drive, that portion within the city limits.
 6. Scenic Loop & Trail
- b. *Protection standards.*
 1. Lots adjacent to scenic roadways shall be developed consistent with the canopy road protection standards and in such a manner that maximizes the scenic vistas from the roadway.
 2. Wherever a public street or thoroughfare is laid out or existing in the city abutting or touching a waterway open to public use, the city, as trustee for the public, has and owns riparian rights at such place where such public street or thoroughfare abuts or touches the waterway. The city shall have the right to regulate the use of the waters adjacent to such place, and to construct docks, public landings, piers or wharves at such places.
 3. Wherever a street laid out and existing in the city ends at a waterway in the city, the portion of such dead-end street abutting the waterway is hereby declared to be public property, and the city shall have the right to regulate the use of the waters adjacent to such place and to construct docks, public landings, piers or wharves at such places.
 4. When any plat is filed for record showing streets dedicated to public use laid out, touching or abutting any waterways used by the public, it is hereby declared that the portion of such dedicated street touching or abutting upon waterways in the city shall be public property, and the city shall own and hold same for the use of the public, and shall adopt rules and regulations governing the use of the same.
- (f) *Tree farms.* Trees located on a site in the REA, Rural Estate/Agricultural Zoning District which is currently or was formerly operated as a tree farm, shall be exempt from tree replacement requirements upon proof of such operation and issuance of a tree removal permit. Where tree replacement requirements are waived and the site is developed for nonagricultural use within ten (10) years of such waiver, the developer shall be responsible for all development-related tree replacement costs that were in effect at the time the tree removal permit was issued.
- (g) *Violations.*
 - (1) Any trees removed without a permit or tree abuse in violation of this article and Section 1-22 of this code shall be deemed to be violations of this Land Development Code and shall be processed as set forth in chapter 1, article II of this Land Development Code.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (2) If mitigation as specified in subsection (b)(3) of this section, has not occurred within thirty (30) days of issuance of the tree removal permit, then the permit shall be considered invalid and the city shall proceed with code enforcement action as set forth in chapter 1, article II of this Land Development Code.
- (3) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch specimen tree. It is the property owner's responsibility to prove otherwise.
- (4) For repeat offenders, the city has the right to double restoration requirements or fines (or both) for each subsequent infraction, and in the alternative or in addition to revoke or suspend a contractor's license to do business in the city when a contractor is responsible for the unpermitted tree removal, or the tree destruction or abuse.
- (5) Any trees removed without a permit, the permit fee will be doubled.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Amendment Item 6

***Updated after November 14, 2024
Planning Board meeting, shown in
yellow highlighted text**

Topic:

Tree Protection and
Replacement

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
**Section 3-04. – Tree protection
and replacement**

Item 6 Summary – Landscape Article – Tree Protection and Replacement

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04. – Tree protection and replacement.

Topic:

Tree protection and replacement. **Updated after November 14, 2024 Planning Board meeting.**

Section summary:

1. Section 3-04 - If the landscape architect and/or the SPRC determines that there is no practical alternative to the removal of the specimen tree, then mitigation shall be provided to compensate for the loss by replacement and planting of a tree or trees **equivalent to ten percent (10%)** of the cross-sectional area of the specimen tree removed.
2. Section 3-04(b)(7) - Updating and removing old standards for tree protection.
3. Section 3-04(b)(7) - Removing concrete turf block as a tree protection measure. Concrete turf block is not a tree protection measure as road base material is installed below the turf block and compacted to 95% density; this is not a tree protection measure as compaction kills trees.
4. Section 3-04(b)(7) - Removing trenching as a method when excavation occurs in close proximity to existing trees.
5. Section 3-04(c)(1)(c) - Fifty percent (50%) of the replacement trees shall be native.
6. Section 3-04(d) - Mitigation for specimen trees is currently ten percent (10%) of the total cross-sectional area.
7. Section 3-04(c)(1)(f) – Protected tree mitigation is currently \$33.00 (accepted national value per square inch equals \$163.00 per tree, rounded to the nearest dollar.
8. Section 3-04(c)(1)(f) - Specimen tree mitigation is currently ten percent (10%) of the cross-sectional area times \$27.00.

Proposed changes:

1. Section 3-04 - The specimen rule is rarely met on commercial and multi-family developments. The **mitigation of 30%** will be in-line with Volusia County. Mitigating 10% of the cross sectional area requirement is to minimal for the removal of large specimen trees/old age trees.
2. Section 3-04 - Single-family residential, excludes subdivisions, when there is no practical alternative to the removal of specimen tree, then mitigation shall be

provided to compensate for the loss by replacement and planting of a tree or trees equivalent to **fifteen percent (15%)** of the cross-sectional area of the specimen tree removed.

3. Section 3-04(b)(7) - Adding the proven tree protection method, Geogrid sandwich method to promote protection of tree roots from the negative effects of fill soil and soil compaction.
4. Section 3-04(b)(7) - Removing trenching as this is not the preferred method (severs roots) when excavation occurs in close proximity to existing trees. The preferred method is tunneling.
5. Section 3-04(c)(1)(c) – City Commission directive - at least seventy-five percent (75%) of the required trees shall be native shade trees. If conflicts occur where shade trees are not appropriate, then a native understory tree shall be planted.
6. Section 3-04(d) - Mitigation for specimen trees will be fifteen percent (15%) of the total cross-sectional area and will follow Volusia County's requirement.
7. Section 3-04(c)(1)(f) - Protected tree mitigation form is based on the number of trees to be mitigated. The installed cost for (1) two and one-half inch (2.5") caliper tree is \$324.00.
8. Section 3-04(c)(1)(f) - Specimen tree mitigation will change to fifteen percent (15%) of the cross-sectional area times \$33.00 (accepted national value per square inch).
9. Amended Pine species to be a specimen at 24" versus original proposal of 18".

Meeting input:

1. Specimen tree mitigation can't count towards wetlands?

Staff response: Specimen trees surveyed in the wetland areas can count toward specimen tree mitigation. Within the Planned Residential Development, trees within wetland areas and upland buffers cannot be counted – this is recommended to be amended.

2. If the specimen tree rule isn't met the mitigation should be only 20% for commercial/multi-family and not the proposed 30%?

Staff response: Commercial & multi-family developments should be held to a higher standard and when the specimen tree rule isn't met it should be doubled which would be 30%.

3. Pine trees should be considered specimen at 18" DBH.

Staff response: Pine trees are indigenous to our area and have value. Other municipalities consider pine trees specimen at 18" inches. Agree to add this to the specimen list.

4. Heavily wooded sites – a minimum of fifty percent (50%) of the trees designated as protected by Section 1-22 shall consist of existing trees within designated tree protection areas. (Section 3-04(a)(3))

Staff response: The Land Development Code says, If practical, a minimum of fifty percent (50%) of the trees designated as protected by Section 1-22 shall consist of existing trees within designated tree protection areas. If not practical sections (a) & (b) will apply.

- a. A minimum of fifteen percent (15%) of the total gross area of the site shall be designated for the protection of trees. The area designated for the preservation of protected and specimen trees may be used to satisfy this requirement.
- b. The tree protection area may be comprised of one (1) or more sub-areas within the development and may include any landscape buffer, wetland protection area or other required landscaped area. Such designated areas shall contain sufficient surrounding pervious surface and other protective devices to adequately protect the trees contained within the clusters.

5. Provide a standard regarding impacts to root zone? (Section 3-04(b)(7))

Staff response: Adding Tree Protection Zones: The area within the drip line of trees designated for preservation is considered the tree protection zone. This is calculated with a minimum radius of 1' foot for every 1" inch in trunk diameter at 4.5" above ground. Only hand clearing is permissible within the tree protection zone. Encroachments into the tree protection zone will require submittal and approval of a drip line encroachment plan outlining tree protection measures to be utilized. Refer to Section 3-04(b).

6. Would air spading be acceptable in lieu of tunneling? (Section 3-04(b)(7))

Staff response: No. Air spading is a hand-held device attached to a compressor using high pressured air to remove soil and mulch to expose the roots and the root collar. This is a fast noninvasive way for arborists to excavate and gather information about the structure and health of the tree.

7. What does replaced on a “one to one basis” mean? (Section 3-04(c)(1)(a))

Staff response: Protected trees for existing single-family and duplexes only may be removed in accordance with the standards established in section 3-03(a) and (b), provided they are replaced on a one to one (1:1) basis. Also, section 3-04(c)(1)(b), states that the mitigation form will determine replacement requirements for protected trees. So, if one protected tree is removed it will need to be replaced per tree mitigation form. Section 3-04(a)(2), No tree removal shall be permitted if it reduces the number of trees on the site below the minimum ratio requirements. If the landscape architect determines that there is no practical

alternative to the proposed removal, mitigation shall be provided on-site by the replanting of a tree to meet the minimum ratio requirements.

8. A “unique horticultural significance” seems subjective and not sure how a tree would fit this description? (Section 3-04(c)(1)(a))

Staff Response: The landscape architect may also award additional credit for trees deemed to have a unique horticultural significance. Examples: A historical tree planted and has value to the community, like the Boardman Oak. Regulations need some flexibility for professional judgement and this allows the city landscape architect flexibility to save unique or horticultural significance trees/plant materials.

9. How will the 75% native tree requirement work on beachside? (Section 3-04(c)(1)(c))

Staff Response: Information was added, “For beachside from John Anderson east, the 75% native tree requirement will be satisfied with native understory trees and palms when canopy trees are not appropriate.

10. Provide a plant palette for beachside. (Section 3-04(c)(1)(c))

Staff Response: The plant material listing within this code was revised to show which plantings are appropriate for beachside that have a high salt tolerance.

11. Does the 15% tree mitigation conflict with the 30% tree mitigation proposed in other sections? Section 3-04(c)(1)(d)

Staff Response: No, the 30% tree mitigation requirement only applies when the specimen rule isn’t met on the specimen tree mitigation form.

12. Should the specimen and the protected tree fee be the same at \$66.00? (Section 3-04(c)(1)(f))

Staff Response: No, the protected tree form is based on the number of trees to be mitigated and the actual installed cost. The cost to install a 2.5” caliper tree is approximate \$324.00

13. Suggest stating that replacement tree mitigation shall be required as a percentage of the cross sectional area using the nationally accepted value. (Section 3-04(c)(1)(f))

Staff Response: The percentage of the cross sectional area and nationally accepted value applies to specimen trees only.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04. - Tree protection and replacement.

Topic: Tree protection and replacement.

Sec. 3-04. – Tree protection and replacement.

(a) *General standards.* Minimum specimen tree protection is as follows:

- (1) *Amount of specimen trees protected per acre.* Except where the landscape architect has determined a specimen tree as not suited for preservation, the minimum number of existing specimen trees to be protected on any development site shall be as follows:

Number of Specimen Trees	Minimum Specimen Tree Protection Requirement
Less than 3.0 per acre or a portion thereof	80 percent
3.0 to 5.0 per acre	75 percent
5.0 to 8.0 per acre	65 percent
More than 8.0 per acre	4 per acre

- a. No tree removal shall be permitted if it will result in the nonconformity of the site to the minimum specimen tree protection requirement except as provided in subsection (a)(1)b of this section.
- b. If the landscape architect and/or the Site Plan Review Committee (SPRC) determines that there is no practical alternative to the removal of the specimen tree and the minimum number is not met per the specimen tree chart (a)(1), then mitigation shall be provided to compensate for the loss by replacement and planting of a tree or trees equivalent to thirty (30%) ~~ten percent (10%)~~ of the cross-sectional area of the specimen tree removed, see Mitigation Chart C.
- c. Single-family residential, excludes subdivisions, when there is no practical alternative to the removal of specimen tree, then mitigation shall be provided to compensate for the loss by replacement and planting of a tree or trees equivalent to fifteen percent (15%) of the cross-sectional area of the specimen tree removed.
- d. Specimen trees listed below are considered specimen at the DBH sizes shown. Any other tree not listed below, that is twenty-four inches (24") or more in diameter at breast height or has historic significance, or trees which, in the opinion of the landscape architect, are horticultural specimens or oddities:

(1) Minimum DBH twelve inches (12"):

<u>Common Name</u>	<u>Botanical Name</u>
<u>Cypress</u>	<u>Taxodium spp.</u>
<u>Oak species</u>	<u>Quercus spp.</u>
<u>Magnolia</u>	<u>Magnolia grandiflora</u>
<u>Pecan</u>	<u>Carya illinoensis</u>
<u>Red bay</u>	<u>Persea borbonia</u>

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Red cedar	<i>Juniperus silicicola</i>
Scrub oak	<i>Quercus geminata</i>
Swamp bay	<i>Persea palustris</i>
Sweet bay	<i>Magnolia virginiana</i>

(2) Minimum DBH eighteen inches (18"):

<u>Common Name</u>	<u>Botanical Name</u>
Elm	<i>Ulmus</i> spp.
Hickory	<i>Carya</i> spp.
Maple species	<i>Acer</i> spp.
Sweet gum	<i>Liquidambar styraciflua</i>
Sycamore	<i>Plantanus occidentalis</i>
Palm	<i>Phoenix canariensis</i> -spp.

(2a) Minimum DBH twenty-four inches (24"):

<u>Common Name</u>	<u>Botanical Name</u>
Pine species	<i>Pinus</i> spp.

(2) *Minimum tree ratios.*

- a. All single-family or duplex lots, except those in the REA, Rural Estate/Agricultural Zoning District, shall have one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. All single-family lots in the REA, Rural Estate/Agricultural Zoning District shall have one existing or planted tree for each two thousand five-hundred (2,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. At least one (1) required tree shall be located in the front yard and at least one (1) required tree shall be located in the rear yard.
- b. In all other zoning districts, except for single-family and duplex lots, there shall be one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of the site or fraction thereof, or one (1) tree shall be provided for every four hundred (400) square feet of landscaped area. The ratio requirement that amounts to the greatest number of trees shall apply. Additional trees or payment into the citywide tree replacement fund in lieu of additional trees may be required to meet the protected or specimen tree replacement criteria ~~mitigation criteria~~ if Sec. 3-04(c)(1)(j) can't be met.
- c. No tree removal shall be permitted if it reduces the number of trees on the site below the minimum ratio requirements. If the landscape architect determines that there is no practical alternative to the proposed removal, mitigation shall be provided on-site by the replanting of a tree to meet the minimum ratio requirements.
- d. If the minimum tree ratio requirement is not maintained, then replanting tree(s) will be required to meet the minimum ratio requirements.

(3) *Heavily wooded sites.* The following shall apply to all development except single-family homes and duplexes:

- a. A minimum of fifteen percent (15%) of the total gross area of the site shall be designated for the protection of trees. The area designated for the preservation of protected and specimen trees may be used to satisfy this requirement.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- b. The tree protection area may be comprised of one (1) or more sub-areas within the development and may include any landscape buffer, wetland protection area or other required landscaped area. Such designated areas shall contain sufficient surrounding pervious surface and other protective devices to adequately protect the trees contained within the clusters.
 - c. ~~If practical, a minimum of fifty percent (50%) of the trees designated as protected by section 1-22, shall consist of existing trees within designated tree protection areas.~~
- (b) *Design standards for promoting tree protection.* In the design and development of any site, including single-family houses or duplexes, subdivisions, planned developments and all other uses subject to SPRC approval, all trees, except those classified by the landscape architect or arborist report as non-preservable ~~nonpreservable~~ due to the condition of the tree, shall be preserved to the maximum extent possible, as follows:
- (1) *Building footprint.* Every attempt shall be made to avoid placing a building in a location which requires the removal of a specimen tree.
 - (2) *Stormwater management/drainage facilities.* Every attempt shall be made to avoid placing retention ponds or other stormwater management/drainage facilities in locations which will cause the removal of specimen trees. Where it is necessary to place such a facility in close proximity to a specimen tree, the landscape architect shall require improvements including retaining walls, to ensure that the tree is not endangered.
 - (3) *Site design.* Site design considerations, including the relocation of roads and utility lines and the reconfiguration of lot lines shall be utilized to maximize the preservation of protected and specimen trees.
 - (4) *Parking and driveways.* No specimen tree in a parking or driving area shall be removed unless it is physically impossible to provide alternative locations for these facilities. Measures included in this section shall be utilized to save the greatest number of trees possible in parking areas. Use of tree wells, root pruning, root barriers, ~~concrete pavers, turf block~~, root drainage systems, subsurface soil stabilization systems, special fill procedures such as a Geogrid Sandwich (excluding the use of limerock) and restrictions may be required, as appropriate, and subject to the approval of the landscape architect.
 - (5) Driveways and sidewalks. When protected or specimen trees are less than ten feet (10') to driveways and sidewalks a root barrier will be required and shall be extended down a minimum of 36" inches and shall run horizontally twenty feet (20') along impervious edge when applicable.
 - ~~(5)~~ (6) *Demucking.* Where demucking is required for a parking area or driveway and such activity will cause the removal or destruction of a protected or specimen tree, certification must be presented by a licensed civil engineer ~~or landscape architect~~ certifying that the paved area cannot be constructed in a sound manner without the removal of the muck and the destruction of the existing trees. The certification shall include soil boring information supporting the findings. Where demucking is necessary, every attempt shall be made to demuck around the perimeter of specimen trees and soil stabilization, drainage, fill and other methods shall be employed to preserve trees in this category.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

~~(6)~~ (7) *Masonry walls.* If wall construction is within ten feet (10') of an existing specimen tree, the wall or walls need to be constructed with a lintel system. Precast wall systems are encouraged due to a non-continuous ~~noneontinuous~~ footing and lesser impacts on tree root systems.

~~(7)~~ (8) *Tree protection methods.* Methods of preservation include, as appropriate, the use of tree wells, lintel systems, alternative paving surfaces, Geogrid Sandwich ~~such as paver blocks, turf blocks~~ or other methods as outlined in design standards for promoting tree protection, ~~in the tree protection manual (see subsection (b)(8) of this section, tree protection during construction)~~. Such methods shall be clearly shown on the site plan for each protected and specimen tree(s), as follows:

a. Tree Barricade. All existing trees that are to remain shall have barriers constructed around the tree at the tree dripline or around the combined dripline of any clumps of trees. Barriers are to be inspected by the landscape architect or engineering inspector prior to the start of any construction.

b. 1. ~~The minimum size of such wood barrier fencing shall be two inches by four inches (2" × 4") and the top of the barrier shall be a minimum of four feet (4') high. Another acceptable means of barricading trees~~ Tree barricade shall be constructed with the is the use of orange plastic construction fence, four feet (4') high, and supported every eight feet (8') by a No. 5 rebar, driven into the ground per city detail. Fencing shall be securely attached to rebar by the use of nylon zip ties or twisted wire. Barricades must be taut and perpendicular to ground. No construction activity, cuts, fill, debris disposal or vehicular traffic is to take place within this area. Additionally, the storage or placement of material, machinery or other construction equipment or substances is prohibited within the dripline area.

~~c.~~ 2. Any waiver or request to construct barriers within the dripline shall be reviewed by the landscape architect. Where driplines of existing trees overlap, the orange mesh fencing ~~or the wood barriers~~ shall be erected around the outer perimeter of the combined driplines.

d. b. Geogrid Sandwich. ~~If turf block is specified to reduce the impact of impervious surface around the dripline of existing trees, it shall be constructed as follows: Prior to excavation, limits of excavation to be root pruned to a depth of thirteen inches (13"); after removal of existing soil to that depth, add eight inches (8") of one-quarter inch (1/4") crushed stone (not limerock), then one and one-half inches (1 1/2") of sand to level the three and one-eighth inch (3 1/8") thick turf block. All compaction shall be done by hand, exempting the normal city requirements of ninety-five percent (95%) to ninety-eight percent (98%) density. Compaction shall be done in layers after each sub-base is installed and again after the turf block is laid. The cells of the turf block shall then be filled with top soil and seeded.~~ Geogrid sandwich is used to protect the tree roots from the negative effects of fill soil and soil compaction is to use a geogrid mat and clean gravel. Within the root protection zone the geogrid stabilizing mat, which is placed directly over the natural grade, should be covered with a six-inch layer (6") of #57 aggregate stone. The stones are large enough so they will not sift through the geogrid mesh. And the clean stones allow for air movement throughout the large spaces between the stones into the soil. A geotextile mat should then be placed over the

aggregate stone layer to prevent soil or other material placed on top of the mat from sifting into the layer of aggregate stone and plugging air movement. This geotextile-stone-geogrid sandwich will provide protection from compaction for the tree roots as well as permit adequate air infiltration into the soil to benefit the roots.

- e. ~~c.~~ Tunneling or trenching. When excavation occurs in close proximity to trees and their root systems, ~~tunneling or trenching may~~ will be required ~~per the guidelines (c1-2).~~ if approved by the landscape architect. ~~In the case of single-family or duplex building permits, such methods may be approved by the permitting authority.~~ Tunneling near protected or specimen trees shall comply with the following distance standards:

Tree Diameter (DBH)	Minimum Distance of Tunneling from Tree
6 to 8.99 inches	5 feet
9 to 13.99 inches	10 feet
14 to 18.99 inches	12 feet
19 inches and over	15 feet

1. No trenching allowed within the dripline of protected or specimen trees. Other solutions may be approved by the landscape architect.
 2. Tunneling depth shall be 24" inches for trees less than 12" diameter and 36" inches for trees greater than 12" diameter.
- d. Utility line trenches. Utility line trenches shall be routed away from trees to an area outside of the drip line. If underground utilities must be routed through a tree protection barrier zone, tunneling will be required.
- e. Swales and minor negative grade changes. Swales and minor negative grade changes shall be designed outside the drip line of the area of trees to be preserved. If ditches, swales, or other significant grade changes are required near a tree that is designated to be preserved, piping shall be used and installed by the means of directional boring. No open cut trenches to install pipe within the drip line of trees.
- (8) (9) *Tree protection during construction.*
- a. During any construction or land development activity, appropriate protective measures shall be taken to prevent the destruction or damage of all trees to be retained on the site, pursuant to this article. No placement of material, machinery, temporary soil deposits or additional fill shall be placed any closer to any tree than the dripline. No attachments or wires, except protective guy wires, shall be attached to any tree. No change of grade may be made within the dripline of a tree, any encroachments into the tree protection zone shall detail tree protection measures to be utilized and shall be shown on approved civil plans. ~~unless written permission is granted by the landscape architect.~~ Tree protection barricades shall be erected in tree preservation areas and are required to be inspected by landscape architect or site engineering inspector prior to clearing. The applicant shall mark harmlessly, without painting or nailing, for identification purposes, those trees to be retained.
 - b. When ground is to be excavated under the dripline of any existing protected tree, roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- dieback. The depth of the pruning shall be equal to the depth of the excavation. Any required root pruning required shall be supervised by independent licensed certified arborist hired by the owner. The location of root pruning shall be marked with barricade fencing. If required as a condition of permit approval, this This root pruning procedure must be done under the supervision of a licensed certified arborist and documented with arborist report and pictures. ~~marked, and inspected prior to issuance of a tree removal permit or grading and filling permit.~~
- c. ~~A note stating: "No construction activity, excavation or fill may take place within staked areas" shall appear on all landscape plans where existing trees are being impacted. The landscape architect shall supervise all root pruning activities. The demolition plan or tree protection plan shall clearly identify tree preservation areas. Tree barricade detail LS-4 shall be shown on these plans.~~
 - d. The landowner, developer and/or general contractor shall be held responsible for any damage to trees that are protected under the provisions of this article.
 - e. A stop work order shall be issued by the landscape architect when trees or vegetation are cut down, destroyed, damaged or removed in violation of this article.
 - f. The developer of a subdivision shall provide legal mechanisms that ensure the protection of identified protected and specimen trees to remain after construction has occurred within the development. Such mechanisms may include, but not be limited to, conservation easements, common open space, tree protection easements or deed restrictions. Any trees damaged or killed unintentionally as a result of development activity shall be replaced, subject to the approval of the landscape architect as a condition for the final release of the subdivider's maintenance bond.
- (9) (10) *Field review.* Following submittal of site, landscaping, and engineering plans and prior to the approval of the tree protection plan, the applicant will stake the perimeter of the site and greenbelt areas and the site will be field inspected by the landscape architect or site engineering inspector in the company of the applicant.
- (c) *Tree replacement requirements.*
- (1) *Intent.* It is the intent of this section to ensure that:
- a. Protected trees within existing single-family and duplex only (other than specimen trees) may be removed in accordance with the standards established in section 3-03(a) and (b), provided they are replaced on a one to one (1:1) basis. Replacement trees for non-specimens ~~non-specimens~~ shall have a minimum caliper of at least two and one-half inches (2½") measured six inches (6") above the soil line at time of planting and shall meet the material specifications stated in section 3-05(d), plant materials. Replacement trees having a caliper greater than two and one-half inches (2½") will be awarded additional credit for the excess over two and one-half inches (2½") of replacement see Mitigation Chart B. The landscape architect may also award additional credit for trees deemed to have a unique horticultural significance. The mitigation of specimen trees for existing single-family and duplex is outlined in this subsection (c)(1).

- b. Protected, specimen and historic trees shall be replaced and the mitigation form will determine the replacement requirements. However, existing surveyed protected trees and palms four-inch (4") caliper or greater for new construction single-family or duplex homes only and six-inch (6") caliper and greater for all other future zoning districts will be credited toward meeting the mitigation requirements if they exceed the minimum tree requirements.
- c. Replacement for protected trees shall have a minimum caliper of at least two and one-half inches (2½") measured six inches (6") above the soil line at the time of planting and shall meet material specifications stated in section 3-05(d). ~~Fifty percent (50%) of the replacement trees shall be native.~~ At least seventy-five percent (75%) of the required trees shall be native shade trees. If conflicts occur where shade trees are not appropriate than a native palm or understory tree shall be planted. For the beachside from John Anderson east, the 75% native tree requirement will be satisfied with native understory trees and palms when canopy trees are not appropriate.
- d. Any specimen tree removed, other than those determined by the landscape architect as not suited for preservation, shall be replaced and the replacement will be determined by the mitigation form. Specimen trees shall be replaced having a minimum caliper of four and one-half inches (4½") in diameter measured twelve inches (12") above the soil line when planted, provided the total cross-sectional area of replacement trees is not less than fifteen (15%) percent ~~ten percent (10%)~~ of the total area of specimen trees in sound condition that are being removed. Existing saved specimen trees will be credited toward meeting these requirements. The maximum number of specimen trees to be removed shall be limited as stated in section ~~3-04(a)3-03(d)~~, and replacement trees shall meet the materials specifications stated in section ~~3-05(d)~~. 3-04(c).
- e. Mitigation for specimen trees normally requires multiples of four and one-half-inch (4½") caliper trees as the minimum size to serve as replacements. If the applicant wishes to plant trees larger than four and one-half-inch (4½") caliper, but not less than two and one-half-inch (2½") caliper, as long as the total cross-sectional area remains the same, and the number of trees required remains constant. (This does not apply in parking lot islands, where the required minimum size is three and one-half-inch (3½") caliper.)
- f. Protected and specimen tree mitigation forms are located on the City website.
- ~~f. g.~~ On-site tree replacement requirements may be reduced by the landscape architect if, in his opinion, adequate tree cover can be provided with less than the required number of replacement trees or if on-site conditions make conformance impractical. This determination shall be subject to the review and approval of the SPRC and must be based on a complete tree survey and tree preservation plan. ~~Where tree replacement requirements are reduced or waived, the applicant shall install the balance of the required replacement trees on sites (public properties, including rights-of-way) in the city to be selected by the landscape architect. Where, in the opinion of the landscape architect, there are no suitable sites for such plantings, the applicant shall pay an amount equal to ten percent (10%) of the cross sectional area of the tree removed, multiplied by the current nationally accepted value per square inch of tree diameter at breast height \$33.00 for example of calculation, not a set standard price), the cost of~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- providing such trees, as determined by the landscape architect, into a city tree replacement fund. The applicant shall pay the following tree mitigation as follows:
1. *Protected trees:* ~~four and ninety three hundredths (4.93) square inches equal the cross-sectional area of a two and one half inch (2½") caliper tree; (example: four and ninety three hundredths (4.93) times \$33.00 (accepted national value per square inch equals \$163.00 per tree, rounded to the nearest dollar)).~~ Protected tree mitigation form is based on the number of trees to be mitigated. The installed cost for (1) two and one-half inch (2.5") caliper tree is \$324.00. For example, if the protected tree mitigation form has five (5) trees to be mitigated the total cost is \$1,620 dollars.
 2. *Specimen trees:* ~~fifteen percent (15%) ten percent (10%) of cross sectional area times \$27.00 \$33.00; Cross sectional area is determined by squaring the radius and then multiplying by 3.14 (example for a twenty-inch (20") oak tree: ten inches (10") times ten inches (10") times 3.14 equals 314" cross sectional inches times fifteen percent (15%) equals forty-seven point one (47.1) times \$33.00 equals \$1,554 (rounded to the nearest dollar). twenty inches (20") times 3.1416 equals 62.83; sixty-two point eighty-three times (62.83) times (0.08) equals 315.8 square inches of cross sectional area; three hundred fifteen and eight tenths (315.8) times fifteen percent (15%) ten percent (10%) equals thirty one and fifty-eight hundredths (31.58); thirty one and fifty-eight hundredths (31.58) times \$27.00 equals \$853.00 (rounded to the nearest dollar).~~
- ~~g.~~ h. Tree replacement requirements may be waived for silviculture areas where the trees were planted for the purpose of harvesting and the business is active and bona fide.
- ~~h.~~ i. An exception to the tree replacement requirements can be made for former pine tree farms or sites in which a monoculture of pine trees exists. A site shall qualify as a monoculture if at least ninety percent (90%) of the existing trees are pine trees with a density greater than one hundred (100) trees per acre. Such areas will not require replacement of the pines that must be removed for purposes of road rights-of-way, utility easements, septic systems, building structures, parking or retention areas or if the site is to be used for agricultural purposes. All other purposes of removal will be subject to replacement as outlined in this section. Specimen trees in these areas are not exempt from replacement requirements.
- ~~i.~~ j. Where there is inadequate room on the site to meet tree mitigation, replacement and/or minimum tree requirements, contributions are to be made to a citywide tree replacement fund.
- ~~j.~~ k. Any protected or specimen trees which are diseased will not be required mitigation as determined by the landscape architect. If trees are to be removed without consent of the landscape architect or a permit, mitigation will be required.
- ~~k.~~ l. Prior to issuance of a certificate of occupancy, the site shall meet the required trees and mitigation requirements, as set forth within this article.
- m. Specimen trees on existing single-family and duplex lots removed without a tree removal permit shall not receive specimen tree credit for existing specimen trees saved per the specimen tree mitigation form.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

(2) *Exceptions.*

a. *Waiver.*

1. When a site contains a cumulative number of protected and specimen trees that is fifty (50) or more per acre, then the applicant may request that the tree replacement requirement for building footprints, driveways, sidewalks, streets and parking areas be waived by the SPRC, upon consideration of the landscape architect and provided that all of the following conditions are met:

(i) The total amount of impervious surface on the site does not exceed seventy percent (70%).

(ii) The amount of landscaping and open space area is increased above the minimum requirements for that site and development by ten percent (10%) of the total gross area used to calculate the minimum requirement.

(iii) The number of driveways shall be the minimum required by this Land Development Code, by the county, and/or by the state department of transportation.

(iv) The waiver for streets and sidewalks shall apply only to the width of the paved area.

(v) The waiver for parking areas shall be consistent with the following criteria:

A. All protected trees located within the required parking areas shall be exempt from replacement calculations.

B. The percentage of protected trees located in parking areas that is equal to the excess percentage of proposed parking spaces provided above the minimum standards shall be subject to the tree replacement requirements.

C. All specimen trees located within the parking area shall be subject to tree replacement but in no event shall the amount exceed three (3) four and one-half-inch (4½") caliper trees per specimen tree.

(vi) The SPRC determines that the development plan has made every effort to locate improvements to avoid the removal of existing tree cover and to ensure the maximum protection of trees.

~~2. When a site contains a cumulative number of protected and specimen trees that is less than fifty (50) trees per acre, then the applicant may request that fifty percent (50%) of the tree replacement requirements for building footprints, driveways, sidewalks, streets and parking areas be waived by the SPRC, upon consideration of the recommendation of the landscape architect and provided that all of the conditions listed in subsection (c)(2)a1 of this section are met.~~

b. *Appeal.* After receiving the decision of the SPRC, the applicant may request an appeal in accordance with section 1-19.

Amendment Item 7

***Updated after November 14, 2024
Planning Board meeting, shown in
yellow highlighted text**

Topic:

Landscape and Irrigation Plan
Requirements

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
**Section 3-05. – Landscape and
irrigation plan requirements**

Item 7 Summary – Landscape Article – Landscape and Irrigation Plan Requirements

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05. – Landscape and irrigation plan requirements.

Topic:

Landscape Article – Landscape and irrigation plan requirements. **Updated after November 14, 2024 Planning Board meeting.**

Section summary:

1. No native requirement (0%) for shrubs and ground covers.
2. Note: Greenbelt Overlay District requires 60%.

Discussion on Native Shrub & Ground Covers Percentage

- ☐ The majority of the Landscape ordinances are written around the concept of conservation of water.
- ☐ Municipalities in Volusia County are required to follow the Volusia County's Waterwise Ordinance.
- ☐ The purpose of the Volusia County Waterwise Ordinance adopted in 2004, is to establish water wise landscape irrigation standards and encourage the use of Florida Friendly landscaping practices, which promotes the use of native and xeric plant materials.

Important to recognize:

-  A huge number of ornamental plants are xeric and are not native but their purpose is to conserve water.
-  A majority of the landscape codes within Florida and nationally are written around these concepts.
-  It is important to note that there needs to be a balance between the use of native and xeric plants because these concepts go together.

Natives versus Non-natives

- ✓ “A common misconception is that Florida-Friendly Landscaping principles dictate the use of plant species only native to Florida.” Directly quoted from FFL Guide to Plant Selection and Landscape Design, page 23.
- ✓ Fact, the FFL Program encourages a mix of natives and non-natives, depending on what plants are right for that particular location. “Right Plant, Right Place” governs the selection of plants.

Native Shrub & Ground Cover Percentage Discussion - Why would we exclude non-native xeric plants and limit them to a lesser percentage than 50%?

- The landscape ordinances are written around the concept of conservation of water so why limit xeric plants?
- To achieve this balance, 50% percent of all required plant materials shall be native and 50% of the required plant materials shall be xeric.
- As part of great design there needs to be a diversity of plants which includes natives and non-natives.
- “Right Plant, Right Place” governs plant selection. Limiting plant palette will become an issue.
- Plant availability governs plant palette.
- The urban native plant palette for shrubs and ground covers is limited.
- Increasing native percent to a high standard could create a monoculture and inhibits creative landscape design.

Proposed changes:

1. Section 3-05(c)(2a) – City Commission directive - At least fifty percent (50%) of all required shrubs and ground covers shall be of a native species, excluding the Greenbelt and Gateway Preservation District. Consistent with Volusia County’s Land Development Code.
2. Stormwater retention areas not allowed in required landscape buffers.
3. 75% native shade trees required.
4. Street trees required to be 10 feet back from sidewalks.
5. Prohibited plant materials - Florida Invasive Species Council brochure (floridainvasives.org).
6. Inserted plant materials list. This list was updated after the November 14, 2024 Planning Board meeting. **It is important to note that this list is a guide only and other plant materials may be acceptable.**
7. Added Florida Friendly Landscaping Guide to Plant Selection & Landscape Design to section after November 14, 2024 Planning Board meeting.

Meeting Input:

1. Is the minimum 20% including the 15% tree preservation area? (Section 3-05(c)(1)
Staff Response: Yes, when 15% tree preservation is required it can count toward the 20% of the total gross landscape area of the site, however keep in mind this percentage will be higher due to having to meet all the interior & buffer landscape depth requirements.
2. The native requirement for shrubs and ground covers should be 25%, 60% and 75%. (Section 3-05(c)(2a)

Staff Response: Per the city commission directive & vote, at least fifty percent (50%) of all required shrubs and ground covers shall be of a native species, excluding the Greenbelt and Gateway Preservation District.

3. One of the major reasons to plant native species is for water conservation and unfortunately the palette of native shrubs doesn't have a very wide selection. Shrubs such as Sweet Viburnum, Burford Holly, Juniper, Indian Hawthorne and Glossy Privet area excluded from the native plant list? Recommendations would be 100% for native shade trees, 75% native understory trees, 100% xeric shrubs with 25% minimum being native species & 100% xeric ground covers with 25% minimum being native species. (Section 3-05(c)(2a))

☐ Staff Response: This requirement is consistent with Volusia Counties ordinance and these percentages can be evaluated in the future.

4. When natural preservation areas are used for tree mitigation incorporate the size requirements allowed for non-protected trees from 2"-5.99" DBH and non-protected Pine trees from 2"-9.99" DBH. (Section 3-05(c)(4))

Staff Response: Section 3-05(c)(4), Existing trees and palms are normally credited toward meeting the minimum standards at a size of six-inch (6") caliper or above, and ten-inch (10") caliper and above for pines, but as an incentive to saving understory vegetation and trees, areas within a development may be designated as natural vegetation areas where the natural grade and existing vegetation is to remain undisturbed. Trees which are located in such areas, that are not listed as exempt, and have a caliper of two-inch (2") DBH or larger, shall be credited to meet the required gross area landscape requirement and tree removal mitigation requirements. Plans submitted where this is the intention shall provide a survey of these trees and locate on the plan the trees that are to be saved and used as a credit toward the tree requirements.

5. Outline specifics for statistical tree surveys. When they can be used, size of sample area & number of sample areas. (Section 3-05(c)(4))

Staff Response: Statistical tree surveys of 100'x100' sampling area will be used to survey natural preservation and wetland areas to remain only. The sampling area excludes landscape buffers. All specimen trees will be surveyed in statistical tree survey areas. The number of samplings will be one per five acres, however the City Landscape Architect may require more and will be determined with the project. All proposed improvements and disturbed/impacted areas will require a tree survey per Section 3-03(3).

6. Recommend leaving the landscape island size width as it currently states in the code. Section 3-05(c)(6)

Staff Response: The landscape islands need to be wider than 8' feet. When you read the wording it states the island size shall be 9' feet as measured from the exterior side of the curb, meaning the curb is included in this calculation hence the landscape island is only 8' feet wide. Planting a shade tree within this size is too restrictive & the minimum landscape guideline states between 200-400 square feet. Proposed change: The size of the island shall be a minimum width of ten feet

(10') as measured from the interior side of the curb, and a minimum area of two hundred (200) square feet. A reduction in width may be allowed on a case-by-case basis, down to six feet (6') wide measured interior side of the curb, and one hundred twenty (120) square feet of area, if understory trees or palms are used upon approval of the city landscape architect.

7. If native shrubs are required, it's difficult to get Yaupon Holly at 18" minimum height. (Section 3-05(d)(4))

Staff Response: Due to the size availability this requirement has always been flexible.

8. A variety of trees is nice, however, if I read this correctly, on all sites greater than 1.5 acres, a total of 10 different tree species are required. Seems like 10 different tree species should apply to larger sites; consider revising the scale. (Section 3-05(d)(7))

Staff Response: Scale Revised: A variety of tree species shall be provided, when the number of trees required is 1-10 then 2 species are required, 11-20, 3 species, 21-30, 5 species, 31-40, 7 species & 41+, 9 species area required.

9. Street trees be placed 11' feet from back of sidewalk to avoid utility conflicts. (Section 3-05)

Staff Response: acceptable – changes made.

10. Per Zev Cohen recommend keeping Medjool palms on the recommended tree list. (Section 3-05)

Staff Response: Yes, Medjool palms are currently on the recommended list & will continue to be supported.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05. - Landscape and irrigation plan requirements.

Topic: Landscape and irrigation plan requirements.

Sec. 3-05. – Landscape and irrigation plan requirements.

- (a) *Purpose and intent.* Landscaping shall be provided and properly maintained for all property upon which a development is authorized by the city in a site plan, subdivision plat, or planned development. Landscaping shall be conceived in a total pattern throughout the site, integrating the various elements of site design, preserving and enhancing the particular identity of the site, establishing buffers to adjacent properties, and creating a pleasing site character. The following standards apply to new development and redevelopment of existing sites. In situations where the placement or type of plant required by this article does not conform to buffer or landscape requirements, ~~accepted landscaping and horticultural practices~~, then the city's landscape architect may approve alternate locations and/or plants and landscape material.
- (b) *Plan submittal.* The following standards shall apply to all new development subject to the site plan submittal requirements of chapter 4, article I of this Land Development Code including common areas within subdivisions:
- (1) A landscape plan prepared by a person registered as a landscape architect under F.S. ch. 481, pt. II (F.S. § 481.301 et seq.), shall be submitted in conjunction with any development requiring site plan approval. The plan shall include all items related to trees and tree protection, as well as the grade, type, size (height, spread, container, gallonage, field grown), and keyed out quantities and location of plant materials. Planting details (City) and specifications shall be included. All landscape plan sheets shall be signed and sealed.
 - (2) An irrigation plan prepared by a person qualified under subsection (b)(1) of this section, or licensed with the county and must show proof of an irrigation competency card, showing water source, backflow prevention, location of lines, and location and type of sprinkler heads shall be submitted with all landscape plans. ~~except those relying totally on xerie plantings, in which case a detailed statement on maintenance shall be submitted.~~ All irrigation plans and detail sheets shall be signed by a person qualified to prepare such plans and shall meet the standards of this article. Any wells that are proposed shall be consistent with article V of this chapter.
- (c) *Landscape design standards.*
- (1) A minimum of twenty percent (20%) of the total gross area of the site shall be utilized for landscaping areas in all districts except sites located in the Greenbelt Overlay District shall have a minimum of thirty percent (30%) of the first two hundred feet (200') of the site measured from the right-of-way line and running parallel thereto as landscaping area. Landscape buffer areas and interior landscape areas may be used to calculate this requirement. The landscaped areas shall be located on the site in such manner as to maximize preservation of existing trees, with priority given to specimen trees.
 - (2) At least fifty percent (50%) of the landscaped area shall be drought tolerant ~~of xerie plantings~~ (as defined by The Florida Friendly Landscaping Guide to Plant Selection &

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Landscape Design, in section 1-22, xeric trees and plants), requiring a minimum of irrigation (as defined in section 1-22). Drought tolerant Xeric plants are to be grouped within the same irrigation zones, such that there are no high-water requirement plantings in the area.

- (3) At least fifty percent (50%) of all required shrubs and ground covers shall be of a native species, excluding the Greenbelt and Gateway Preservation District.
- (4) At least seventy-five percent (75%) of the required trees shall be native shade trees. If conflicts occur where shade trees are not appropriate than a native palm or understory tree shall be planted. For the beachside from John Anderson east, the 75% native tree requirement will be satisfied with native understory trees and palms when canopy trees are not appropriate.
- (3) (5) Stormwater retention areas and grading are not allowed within required landscape buffers or any preservation areas. more than two feet (2') in depth from finished grade shall not be credited toward meeting the minimum landscaping requirement unless they are heavily wooded, shown to remain at natural grade and are vegetated with plant types that have a high potential for survival.
- (4) (6) Existing trees and palms are normally credited toward meeting the minimum standards at a size of six-inch (6") caliper or above, and ten-inch (10") caliper and above for pines, but as an incentive to saving understory vegetation and trees, areas within a development may be designated as natural vegetation areas where the natural grade and existing vegetation is to remain predominantly undisturbed, or is replanted. Trees which are located in such areas, that are not listed as exempt, and have a caliper of two-inch (2"-5.99") DBH for non-protected trees & pine trees from (2"-9.99") DBH, or larger, shall be credited to meet the required gross area landscape requirement and tree removal mitigation requirements. Plans submitted where this is the intention shall provide a survey of these trees and locate on the plan the trees that are to be saved and used as a credit toward the tree requirements.
- (7) Statistical tree surveys of 100'x100' sampling area will be used to survey natural preservation and wetland areas to remain only. The sampling area excludes landscape buffers. All specimen trees will be surveyed in statistical tree survey areas. The number of samplings will be one per five acres, however the landscape architect may require more and will be determined with the project. All proposed improvements and disturbed/impacted areas will require a tree survey per section 3-03(4)(b)(3).
- (5) (8) No less than fifty percent (50%) of the required landscaped area shall be interior landscaping (e.g., exclusive of required buffer areas). Interior landscaping shall be located around the periphery of structures and interspersed throughout parking or intensive vehicular use areas, as follows:
 - a. The amount of interior landscaping of the parking or vehicular use area shall amount to no less than ten percent (10%) of the total area used for the related purpose, plus accessways.
 - b. If the application of this requirement will substantially limit the function of a paved vehicular use area such as a loading bay or service area, new or used car lot, and service station bays, then up to one-half (½) of the ten percent (10%) may be located near the

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- perimeter of the paved area adjacent to buildings or streets. Such relocated landscape area shall be in addition to the standard buffer and landscape requirements.
- (6) (9) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:
- a. Each island shall contain a minimum of one (1) tree which is at least three and one-half-inch (3½") caliper and of a hardwood variety. For the purpose of accent or landscape design, other trees may be used if approved by the landscape architect. See subsection (c)(14) ~~(c)(11)~~ of this section which would also apply.
 - b. Islands shall be located to divide the groups of parking spaces in order to relieve large paved areas and ensure orderly traffic circulation.
 - c. Curbing shall be required around the perimeter of the island unless waived by the Site Plan Review Committee (SPRC), based on the ~~overall landscape and~~ stormwater management plan.
 - d. The size of the island shall be a minimum width of ten feet (10') ~~nine feet (9')~~, as measured from the ~~exterior~~ interior side of the curb, and a minimum area of ~~one two hundred (200) sixty (160)~~ square feet. A reduction in width may be allowed on a case-by-case basis, down to six feet (6') wide measured interior side of the curb, and one hundred twenty (120) ~~(100)~~ square feet of area. ~~if understory trees or palms are used are East Palatka holly, bald cypress Glossy Privet or palms, upon approval of the city landscape architect.~~
 - e. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.
 - f. A minimum of seventy-five ~~fifty~~ percent (75%) of native shade trees shall be used in parking lot areas to reduce the heat island effect. If conflicts occur with overhead utilities or light poles a native understory tree shall be used to meet the percentage requirement.
 - g. A waiver of the required ten (10) parking spaces without an island can be authorized by the ~~city~~ landscape architect if, in ~~his~~ their opinion, an existing tree can be saved is preservable and in a planned row of parking. In no case shall there be more than fifteen (15) parking spaces without an island.
- (7) (10) A minimum five-foot (5') wide landscaped area, consisting primarily of shrubbery, shall be provided along the sides of the building which abut a parking area or driveway serving a parking lot. Where a sidewalk is provided adjacent to the building, a minimum five-foot (5') wide landscaped area shall be provided between the building and the sidewalk. This requirement can be modified for certain portions of a building that cannot be seen by the public from adjacent rights-of-way, and from adjacent property, however, the plants normally required for this area shall be relocated to other areas with the site. ~~on the site to an area or areas that plantings are not required, (e.g., parking lot buffers and islands, wall plantings, etc.).~~ The landscape architect may approve alternative designs utilizing decorative planters that abut parking areas. The planters shall have a minimum diameter of two feet (2') and spaced at six-foot (6') intervals or a spacing that complements the building elevations; however, no spacing shall exceed ten-foot (10') intervals.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (8) ~~(11)~~ All development shall meet the general and design standards for promoting tree protection of section 3-04.
- (9) ~~(12)~~ All single-family or duplex lots shall either have one (1) existing or planted tree for each one thousand five-hundred (1,500) square feet of lot or fraction thereof prior to the issuance of a certificate of occupancy. At least one (1) required tree shall be located in the front yard and at least one (1) required tree shall be located in the rear yard.
- ~~(10)~~ ~~(13)~~ Where impervious surface is constructed over seventy-five percent (75%) or more of the distance around the ground area within fifteen feet (15') of the base of a tree, a Geogrid Sandwich shall be installed per section 3-04(b)(8)(b) and root barrier shall be extended down thirty-six inches (36"). ~~to the full depth of the linerock base.~~
- ~~(11)~~ ~~(14)~~ Landscaped areas shall have a minimum variety of two (2) living plant materials other than trees. The total of all landscaped areas shall include a minimum variety of three (3) living plant materials ~~other than~~ including trees.
- ~~(15)~~ To encourage pollinators at least 25 percent of the landscape area shall use flowering plants located around signage, flanking driveways, at property and building corners, under trees, or elsewhere to present a balanced and colorful accent to the remaining landscaped area.
- ~~(16)~~ Continuous landscape areas shall be located adjacent to all building perimeters at a minimum depth of five feet. The depth of the building perimeter landscape areas shall be measured clear of any building roof overhangs. For parking garages and decks, the minimum landscape depth shall be ten feet.
- ~~(17)~~ Trees shall be placed in the building perimeter landscape area at the corners of the building and along the building facade so that there is at least one tree per building side and no more than 50 lineal feet of wall between trees. If palms are used they are planted at a ratio of three palms equals one required tree.
- ~~(12)~~ ~~(18)~~ All existing street right-of-way areas and existing landscaping disturbed by construction shall be resodded or otherwise restored as approved by the landscape architect. In subdivisions or other development involving the creation of new streets, right-of-way areas shall, at a minimum, be sodded along the edge of curb or pavement with the remaining right-of-way area to be seeded and mulched. (The minimum width of sod is to be sixteen inches (16")). Full sodding of rights-of-way may be required by city engineer if erosion conditions warrant.
- ~~(13)~~ ~~(19)~~ New development or existing development which uses or proposes to withdraw water for landscape irrigation from a surface water or groundwater source which is critical in limiting saltwater intrusion shall employ and/or preserve native vegetation, or use other species with drought resistant properties, for landscaping to the greatest extent practicable. Native or drought resistant plants include, but are not limited to, those in the Florida Native Plant Society's Native Plants for Landscaping in Florida, Waterwise Florida Landscapes or comparable guidelines prepared by the Florida Friendly Landscaping (FFL), Pawpaw Florida Native Plant Society (FNPS) and University of Florida Institute of Food and Agricultural Services (IFAS). ~~FDACS, FGFWFC, FDEP, ECFRPC or the WMDs.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (14) (20) All planting areas shall be mulched with a three-inch (3") depth of mulching material. The type of mulching material to be used is to be specified on the landscape plan and is subject to approval of the landscape architect. All mulch material shall be grade A mulch that is free of weeds and consist of organic material.
- (15) (21) All subdivision or other developments involving the creation of new streets shall include the planting of street trees in the rights-of-way after they are cleared and utilities are installed.
- a. Trees shall be of a hardwood variety approved by the landscape architect and installed at intervals of approximately one (1) tree for every fifty (50) linear feet of roadway along common areas and on both sides of the road. The street trees shall be planted a minimum of 11' feet from the back of sidewalks when applicable. If not applicable, then a root barrier shall be installed per section 3-04(b).
 - b. Where the right-of-way is adjacent to a homeowner's lot, one (1) street tree shall be planted in line with the adjoining property line on either side of the lot.
 - c. If the lot is greater in width than one hundred feet (100'), then one (1) additional tree shall be placed between the other two (2) required trees.
 - d. The size for such trees shall be two and one-half-inch (2½") caliper measured six inches (6") above grade.
 - e. Tree location is to be coordinated with the street lighting program.
 - f. There is a separation requirement when trees are planted near underground utilities which will be determined by utilities manager. Trees are subject to authorization by the utilities manager after giving consideration to impact on underground utilities.
 - g. Trees shall not be planted closer than allowed and shall follow the planting spacing distance requirements allowed for the speed of the street. than will allow adequate recovery room given maximum speed on the street.
 - h. If irrigation is not provided by the developer for street trees, the planting of those trees can be postponed until the adjacent lot is developed. Requirements for the planting of the trees shall be part of the HOA documents and a condition for issuance of a building permit.
 - i. In rights-of-way that are not completely cleared and where there is a preserved and existing tree of at least two inches (2") DBH within the fifty-foot (50') interval distance, then this will meet the requirement.
 - j. Where medians are present, and shade trees are planted or existing at a minimum spacing of fifty feet (50') on-center in the medians, then the requirement for planting street trees in the right-of-way on both sides of the road can be waived.
 - k. A cross section of the road right-of-way where the street trees will be planted must be submitted showing the location for all proposed utilities and designating a planting zone for the replacement of street trees. If, in the opinion of the city engineer and the utilities manager, there is not sufficient room in the right-of-way to plant the trees due to conflicts with underground utilities, then the trees may be shifted onto private

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

property, and installed when the lot is developed. ~~In no case shall trees be further than five feet (5') outside the right-of-way line.~~

1. Any street trees missing, dead or removed, shall be replaced per the approved street tree plan for the subdivision.

~~(16)~~ (22) Except for single-family homes and duplexes, protection such as bumper blocks, curbs, bollards and plant beds, shall be provided for tree trunks and stems located in or adjacent to parking lots, driveways or other vehicular use areas. Such protection devices shall be placed at least eight feet (8') away from the perimeter of the tree trunk or stem.

~~(17)~~ (23) Landscaped islands and medians within the public rights-of-way shall conform with article V of this chapter.

~~(18)~~ (24) Concerning masonry walls, whether they be buffer walls, retaining walls, entry feature walls, or freestanding walls, these walls must have no more than thirty (30) linear feet of wall face devoid of plantings. A planting will be defined as a minimum of thirty (30) square feet of planted area consisting of a minimum of two (2) types of plant material that will be tall enough to soften the blank look of the wall. Where wall occurs on property lines, plantings will only be required on the developer's side of the wall. If a masonry wall is required by this article in order to buffer adjacent uses or properties and the wall is to be located within ten feet (10') ~~eight feet (8')~~ of a specimen tree to be preserved on-site, then a lintel system or similarly-designed wall system shall be required.

~~(19)~~ (25) Sign landscaping area. All free-standing business site identification signs, as defined in article IV of this chapter, shall have a landscape planting area and shall be designed and installed at the base of all freestanding, ground and monument signs and shall cover a minimum area equal to two (2) times the outside dimensions of the sign face and its supporting structure. The entire sign landscape area shall be planted with shrubs, ground cover, trees and sod. Sign landscaping shall not count towards meeting roadway buffer yard landscape requirements. One (1) shrub shall be provided for every fifteen (15) square feet of sign area landscaping and one (1) ground cover plant shall be provided for every four (4) square feet of landscape area. One (1) tree or three (3) palms shall be provided for every three hundred (300) square feet of landscaping area or portion thereof, with a minimum of one (1) tree or three (3) palms being provided per monument and freestanding sign. If there isn't enough room or is a visibility conflict, the trees or palm are still required, but they must be relocated to other appropriate areas within the site or three (3) accent plants per three hundred (300) square feet may be used instead of the trees or palms, if approved by the landscape architect.

~~(d)~~ *Plant materials.*

(1) *Materials grade.* All plant materials shall conform to the standards for Florida No. 1 or better, as described in the current grades and standards for nursery plants, state department of agriculture and consumer services or their equal, as determined by the landscape architect.

(2) *Trees.* Tree shall be a minimum overall height of ten feet (10') at the time of planting and have a caliper of two and one-half inches (2½"). Trees shall be self-supporting woody plants and shall have an average mature spread of crown greater than fifteen feet (15') at maturity. Trees with a mature spread of crown less than fifteen feet (15') may be utilized

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

by grouping such trees to create the equivalent of fifteen-foot (15') spread of crown. Trees, other than specimen tree replacements, shall have a minimum caliper of two and one-half inches (2½") as measured six inches (6") above ground level when planted. If multi-trunk trees are used to satisfy the tree requirements, the sum of all the trunks must equal six-inch (6") caliper minimum. Also, trees planted within twelve feet (12') of a street or other public use or utility shall be selected from a list of trees prepared by the landscape architect. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall follow guidelines approved by the latest edition of FPL Plant the Right Tree in the Right Place for North and Central Florida.

- (3) *Palms*. Palms shall be a minimum overall height of ten feet (10') at the time of planting. Three (3) palms must be planted as a cluster to equal as one (1) required tree, except that specimen palms (*Phoenix* spp.) shall equal one (1) required tree.
- (4) *Shrubs and hedges*. Shrubs and hedges shall be self-supporting, woody evergreen species normally grown in this area. All shrubs used in landscaping shall be a minimum of eighteen inches (18") ~~feet (18')~~ in height at the time of planting; provided, however, that when they are used as a screening hedge, they shall be a minimum of twenty-four inches (24") in height at the time of planting, or have a bermed planting area, such that the top of the shrubs are a minimum of twenty-four inches (24") above the adjacent paved parking area. Hedges, where required, shall be planted and maintained to form a continuous, unbroken, solid visual screen within a maximum of one (1) year after time of planting. Shrubs and hedges shall be spaced a minimum of twenty-four inches (24") on-center at the time of planting.
- (5) *Ground covers*. Ground covers include plant materials which normally reach a maximum height of not more than eighteen inches (18") ~~feet (18')~~ and may be used in lieu of grass. Ground covers must present a finished appearance and reasonably complete coverage within one year after planting. The spacing of clumping ground covers shall be no more than eighteen inches (18") ~~feet (18')~~ on-center and the spacing of spreading ground covers shall be no more than twenty-four inches (24") ~~feet (24')~~ on-center at the time of planting.
- (6) *Lawn grass*. Grass areas shall be planted in a species normally grown as permanent lawns in East Central Florida. They may be sodded, plugged, sprigged or seeded, if approved by landscape architect, except that solid sod shall be used in swales or other areas subject to erosion. In areas where other than solid sod is used, nursegrass seed shall be sown for immediate effect and protection until coverage is otherwise achieved. Grass sod shall be clean and reasonably free of weeds and noxious pests or diseases.
- (7) A variety of tree species shall be provided, when the number of trees required is 1-10, then 2 different genus species are required for each category, 11-20, 3 species, 21-30, 5 species, 31-40, 7 species & 41+, 9 species are required.
- ~~(7) (8) Prohibited trees~~. Trees listed as exempt may not be utilized in any landscape plan, ~~except where such species may, in the opinion of the landscape architect, be particularly suited to a site or a portion of a site.~~
- (8) (9) *Prohibited plant materials*. Refer to the Florida Invasive Species Council brochure (floridainvasives.org) for a complete listing of plant materials that shall be prohibited and shall not be used within any landscape plan. ~~In addition to the trees listed in subsection~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

(d)(7) of this section, certain plant materials are prohibited because of excessive or otherwise serious insect or disease problems, extremely poisonous qualities, allergenic effects, ecological considerations, or other reasons for the good of the public. The following list of plant materials shall be prohibited and shall not be used within any landscape plan approved by the city:

PROHIBITED INVASIVE EXOTIC TREES AND PLANTS

Air potato	<u>Dioscorea bulbifera</u>
Alligator weed	<u>Alternanthera philoxeroides</u>
Arrowhead vine	<u>Syngonium podophyllum</u>
Asian marshweed	<u>Limnophila sessiliflora</u>
Asian sword fern	<u>Nephrolepis multiflora</u>
Australian pine, suckering	<u>Casuarina glauca</u>
Australian pine	<u>Casuarina equisetifolia</u>
Begonia	<u>Begonia cucullata</u>
Bischofia	<u>Bischofia javanica</u>
Bow string hemp	<u>Sansiviera hyacinthoides</u>
Brazilian jasmine	<u>Jasminum fluminense</u>
Brazilian pepper	<u>Schinus terbinthifolius</u>
Calico flower	<u>Aristolochia littoralis</u>
Camphor	<u>Cinnamomum camphora</u>
Carrotwood	<u>Caupaniopsis anacardioides</u>
Castor bean	<u>Ricinus communis</u>
Cat's claw vine	<u>Macfadyena unguis-cati</u>
Catclaw mimosa	<u>Mimosa pigra</u>
Chinaberry	<u>Melia azedarach</u>
Chinese brake fern	<u>Pteris vittata</u>
Chinese tallow	<u>Sapium sebiferum</u>
Climbing cassia	<u>Seena pendula</u>
Cogon grass	<u>Imperata cylindrica</u>
Coral ardisia	<u>Ardisia crenata</u>
Coral vine	<u>Anitgononleptopus</u>
Day jessamine	<u>Cestrum diurnum</u>
Downy Road myrtle	<u>Rhodomyrtus tomentosa</u>
Dwarf papyrus	<u>Cyperus prolifer</u>
Ear tree	<u>Enterolobium cyclocarpum</u>
Earleaf acacia	<u>Acacia auriculiformis</u>
Eucalyptus	<u>Eucalyptus species</u>
Eurasian water milfoil	<u>Myrophyllum spicatum</u>
Flamegold tree	<u>Koelreuteria elegans</u>
Ganges primrose	<u>Asystasia gangetica</u>
Glossy privet	<u>Ligustrum lucidum</u>
Gold coast jasmine	<u>Jasminum dicotomum</u>
Green hydro	<u>Hyrophila polysperma</u>
Ground orchid	<u>Oeceocaldes maculata</u>

Note: Strikethrough text is proposed deleted text and underlined text is proposed text

Guava	<i>Psidium guajava</i>
Hydrilla	<i>Hydrilla verticillata</i>
Inch plant	<i>Callisia fragrans</i>
Indian rosewood	<i>Dalberia sissoo</i>
Jambolan	<i>Syzygium cumini</i>
Japanese climbing fern	<i>Lygodium japonicum</i>
Japanese honeysuckle	<i>Lonicera japonica</i>
Kopsia	<i>Ochrosia eeliptica</i>
Kudzu	<i>Pueraria montan</i>
Laurel fig	<i>Ficus microcarpo</i>
Lead tree	<i>Leucaena leucocephala</i>
Mahoe, sea hibiscus	<i>Hibiscus tiliaceus</i>
Melaleuca, paper bark	<i>Melaleuca quinquenervia</i>
Mexican petunia	<i>Reuellia brittoniana</i>
Napier grass	<i>Pennisetum purpureum</i>
Natal grass	<i>Rhynchosyris repens</i>
Old world climbing fern	<i>Lygodium microphyllum</i>
Orchid tree	<i>Bauhinia variegata</i>
Paper mulberry	<i>Broussonetia papyrifera</i>
Para grass	<i>Urochloa mutica</i>
Pothos	<i>Aureum</i>
Punk tree	<i>Melaleuca leucadendron</i>
Purple sesban	<i>Sesbania punicea</i>
Rosary pea	<i>Abrus precatorius</i>
Rubber vine	<i>Cryptostegia madagascariensis</i>
Scaevola, half-flower	<i>Scaevola sericea</i>
Schefflera, Queensland umbrella tree	<i>Schefflera actinophylla</i>
Seaside mahoe	<i>Thespesia populnea</i>
Silkoak	<i>Grevillea robusta</i>
Sisal hemp	<i>Agave sisalana</i>
Skunk vine	<i>Paederia foetida</i>
Stinking passion-flower	<i>Passiflora foetida</i>
Strawberry guava	<i>Psidium cattleianum</i>
Torpedo grass	<i>Panicum repens</i>
Tropical soda apple	<i>Solanum viarum</i>
Tung oil tree	<i>Aleurites fordii</i>
Water lettuce	<i>Pistia stratiotes</i>
Wetland night shade	<i>Solanum tampicense</i>
White-flowered wandering Jew	<i>Tradescantia fluminensis</i>
Wild taro	<i>Colocasia esculenta</i>
Winged yam	<i>Dioscorea alata</i>
Woman's tongue	<i>Albizia lebbek</i>

Note: Strikethrough text is proposed deleted text and underlined text is proposed text

- (9) ~~(10)~~ *Prohibited material*. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this article.
- (11) *Plant Materials List*. (**This is just a guide and other plant materials may be acceptable**, subject to the determination of the landscape architect). Volusia County is in Plant Hardiness Zone 9A & 9B, plants listed below represent these zones.

<u>Trees Native</u>	<u>Trees Non-Native (Cultivated)</u>
<u>Holly spp.</u> <u>American Holly</u> <u>Dahoon Holly</u> <u>East Palatka Holly</u> <u>Eagleston Holly</u> <u>Nellie R Stevens Holly</u> <u>Yaupon Holly</u>	<u>Holly spp.</u> <u>Nellie R Stevens Holly</u> <u>Crape Myrtle spp.</u> <u>Lavendar Crape Myrtle ‘Muskogee’</u> <u>White Crape Myrtle ‘Natchez’</u> <u>Red Crape Myrtle ‘Tuskegee’</u> <u>Red Crape Myrtle ‘Tuscarora’ Multi-Trunk</u>
<u>Cypress spp.</u> <u>Bald Cypress</u> <u>Pond Cypress</u> <u>Elm spp.</u> <u>American Elm</u> <u>Winged Elm</u>	<u>Elm spp.</u> <u>Allee Elm</u> <u>Bosque Elm</u> <u>Chinese/Lacebark Elm</u> <u>Drake Elm</u>
<u>Magnolia spp.</u> <u>Bracken Brown Magnolia</u> <u>D.D. Blanchard Magnolia</u> <u>Little Gem Magnolia</u> <u>Ms. Chloe Southern Magnolia</u> <u>Southern Magnolia</u> <u>Sweet Bay Magnolia</u>	<u>Other Trees Non-Native (Cultivated)</u> <u>Carolina Ash</u> <u>Erect or Weeping Bottlebrush</u> <u>Japanese Blueberry</u> <u>Jerusalem Thorn</u> <u>Ligustrum Tree Form</u> <u>Loquat</u> <u>Majestic Beauty Hawthorn Std.</u> <u>Pink, White or Calypso Oleander Std.</u> <u>Spartan Juniper</u> <u>Sycamore</u>
<u>Oak spp.</u> <u>Cathedral Oak</u> <u>Highrise Live Oak</u> <u>Laurel Oak</u> <u>Live Oak</u> <u>Myrtle Oak</u> <u>Nuttall Oak</u> <u>Sand Live Oak (B)</u> <u>Shumard Oak</u> <u>Turkey Oak</u> <u>Willow Oak</u>	<u>Note: Std. refers to Tree Form</u> <u>Std. = Standard</u> (B) = Acceptable Beachside Plantings that have a <u>high</u> salt tolerance

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

<u>Pine spp.</u> <u>Densa Pine</u> <u>Loblolly Pine</u> <u>Longleaf Pine</u> <u>Slash Pine</u>	
<u>Other Trees Native</u> <u>Cherry Laurel</u> <u>Eastern Red Cedar</u> <u>Loblolly Bay</u> <u>Juniper Brodie</u> <u>Pignut Hickory</u> <u>Red Maple</u> <u>Redbud</u> <u>Red Bay</u> <u>River Birch</u> <u>Seagrape Std. (B)</u> <u>Southern Red Cedar (B)</u> <u>Sweet Gum</u> <u>Wax Myrtle</u> <u>White Ash</u> <u>Yaupon Holly</u>	
<u>Palms Native</u> <u>Cabbage palm (B)</u> <u>Needle Palm</u>	<u>Palms Non-Native (Cultivated)</u> <u>Chinese Fan palm (B)</u> <u>Canary Island Date palm (B)</u> <u>Carnavon Gorge palm</u> <u>Medjool palm (B)</u> <u>Phoenix spp.(B)</u> <u>Pindo palm (B)</u> <u>Queen palm</u> <u>Senegal Date palm</u> <u>Reclinata palm (B)</u> <u>Silver Bismarck palm (B)</u> <u>Sylvester palm (B)</u> <u>Washington palm (B)</u> <u>Windmill palm (B)</u>
<u>Shrubs Native</u> <u>Adams Needle</u> <u>American Beautyberry</u> <u>Bay Cedar</u> <u>Beach Elder (B)</u> <u>Beach Verbena</u> <u>Black-Eyed Susan</u> <u>Blazing Star</u> <u>Blue Flag Iris</u>	<u>Shrubs Non-Native (Cultivated)</u> <u>African Bush Daisy</u> <u>African Iris (White or Yellow)</u> <u>Agave spp. (B)</u> <u>Azalea spp.</u> <u>Blue Lily of The Nile</u> <u>Bottlebrush (Bush Form)</u> <u>Boxwood</u> <u>Burford Holly</u>

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

<u>Blue-stem palmetto</u>	<u>Cardboard Plant (B)</u>
<u>Butterfly Weed</u>	<u>Copperleaf Plant</u>
<u>Buttonbush</u>	<u>Cornuta Holly</u>
<u>Buttonsage Lantana</u>	<u>Croton spp.</u>
<u>Coontie (B)</u>	<u>Gardenia (Bush Form)</u>
<u>Coralbean</u>	<u>Glossy Privet (Ligustrum)</u>
<u>Darrowii Blueberry</u>	<u>Hawaiian Ti Plant spp.</u>
<u>Dwarf Blue-Stem Palmetto</u>	<u>Hibiscus spp.</u>
<u>Dwarf Yaupon Holly</u>	<u>Japanese Yew</u>
<u>Firebush</u>	<u>Jasmine spp.</u>
<u>Florida Anise</u>	<u>Juniper spp. (B)</u>
<u>Florida Flame Azalea</u>	<u>King Sago (B)</u>
<u>Florida Privet</u>	<u>Loropetalum</u>
<u>Florida's Native Sword Fern</u>	<u>Orange Bird</u>
<u>Gallberry</u>	<u>Petite Oleander (B)</u>
<u>Goldenrod</u>	<u>Philodendron spp.</u>
<u>Inkberry</u>	<u>Pineapple Guava (Feijoa)</u>
<u>Marlberry</u>	<u>Pittosporum (Green or Variegated) (B)</u>
<u>Pinxter Azalea</u>	<u>Plumbago spp.</u>
<u>Prickly Pear Cactus (B)</u>	<u>Sandankwa Viburnum</u>
<u>Saltbush (B)</u>	<u>Sweet Viburnum</u>
<u>Saw palmetto (B)</u>	<u>Variegated or Blueberry Flax Lily</u>
<u>Sea Lavender (B)</u>	<u>Variegated Schefflera 'Trinette'</u>
<u>Sea-Oxeye Daisy (B)</u>	<u>Yucca spp. (B)</u>
<u>Seagrape (B)</u>	
<u>Simpson Stoppers plus compacta (B)</u>	
<u>Spanish Bayonet (B)</u>	
<u>Spiderwort</u>	
<u>Stokes' Aster</u>	
<u>Tickseed</u>	
<u>Varnishleaf (B)</u>	
<u>Walter's Viburnum</u>	
<u>Wax Myrtle</u>	
<u>White Indigo Berry</u>	
<u>Wild Azalea</u>	
<u>Wild Blueberry</u>	
<u>Yellowtop (B)</u>	
<u>Ornamental Grasses Native</u>	<u>Ornamental Grasses Non-Native (Cultivated)</u>
<u>Bear Grass</u>	<u>Aztec Grass</u>
<u>Bluestem Grass</u>	<u>Fountain Grass (White or Red)</u>
<u>Fakahatchee Grass</u>	<u>Maiden Grass</u>
<u>Florida Gama Grass</u>	<u>Pampas Grass</u>
<u>Lovegrass spp.</u>	
<u>Muhly Grass (B)</u>	

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

<u>River Oats</u>	
<u>Sand Cordgrass (B)</u>	
<u>Saltgrass (B)</u>	
<u>Saltmeadow Cordgrass (B)</u>	
<u>Sea Oats (B)</u>	
<u>Wiregrass</u>	
<u>Ground Covers Native</u>	<u>Ground Covers Non-Native (Cultivated)</u>
<u>Blanket Flower (B)</u>	<u>Algerian Ivy</u>
<u>Blue-Eyed Grass</u>	<u>Asiatic Jasmine</u>
<u>Boston Fern</u>	<u>Baby Sun Rose</u>
<u>Dune Sunflower (B)</u>	<u>Blue Daze</u>
<u>Frogfruit</u>	<u>Bulbine (Orange or Yellow)</u>
<u>Gopher Apple</u>	<u>Crown of Thorns (B)</u>
<u>Morning Glory (B)</u>	<u>Daylily</u>
<u>Pineland Lantana</u>	<u>Dwarf Oyster Plant</u>
<u>Railroad Vine (B)</u>	<u>English Ivy</u>
<u>Rain Lily</u>	<u>Firecracker Plant</u>
<u>Sea Purslane (B)</u>	<u>Foxtail Fern</u>
<u>Sunshine Mimosa</u>	<u>Lantana spp.</u>
	<u>Liriope spp.</u>
	<u>Mondo Grass</u>
	<u>Perennial Peanut</u>
	<u>Portulaca (B)</u>
	<u>Purple Society Garlic (B)</u>
	<u>Juniper spp.</u>
	<u>Blue Rug Juniper</u>
	<u>Parsonii Juniper</u>
	<u>Shore Juniper (B)</u>
<u>Vines Native</u>	<u>Vines Non-Native (Cultivated)</u>
<u>Coral Honeysuckle</u>	<u>Bougainvillea</u>
<u>Crossvine</u>	<u>Confederate Jasmine</u>
<u>Carolina Jessamine</u>	<u>Creeping Fig</u>
<u>Morning Glory</u>	<u>English Ivy</u>
<u>Purple & Corky-Stem Passionflower</u>	<u>Mandevilla</u>
<u>Railroad Vine</u>	

(e) *Irrigation.*

- (1) The irrigation system shall be underground and designed to provide adequate irrigation to all landscaped areas. After installation, the system shall be regularly maintained as required under section 3-08.
- (2) Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs shall be used, wherever economically and environmentally feasible,

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

to reduce groundwater or surface water withdrawals for water use applications which do not require potable water.

- (3) All commercial and residential irrigation systems must have a rain sensor cutoff device as required under state statutes that postpones future irrigation during periods of normal rainfall.
- (4) All plant material and trees that have been used to fulfill the requirements for fifty percent (50%) drought-tolerant or native plants must be irrigated separately on separate zones from non-drought-tolerant plant materials and grasses.
- (5) All landscaped areas are to be provided with automatic irrigation system shall provide one hundred percent (100%) coverage and fifty percent (50%) overlap at a minimum.
- (6) Irrigation systems shall be designed to avoid casting water on to adjacent right-of-way, paved parking surfaced, walkways or directly on to the sides of buildings or landscape buffer walls.
- (7) Irrigation shall only occur during those times, except for the first year or plant establishment, permitted by the county, the city and the St. Johns River Water Management District, whichever regulation is more restrictive applies.
- (8) Irrigation systems shall be maintained in working operational condition at all times. Such systems may be inspected by the landscape architect or other permitting authority, ~~chief building official~~ and if found to be defective, the property owner shall be given written notice and directed to repair the system, including modification to sprinkler casting areas, within ten (10) working days of the date of receipt of the notice. Failure to make such repair, or to submit a written interim proposal satisfactory to the landscape architect to maintain the landscaping, shall result in a hearing before the special magistrate.

(f) *Firewise landscaping requirements.*

- (1) The fire chief, in consultation with the planning director and landscape architect, has the authority to waive or reduce requirements in firewise areas based on the current or expected characteristics of the site, local area fire history, site location/overall terrain, prevailing winds/seasonal weather conditions, the vegetative communities present on adjacent property or insufficient parcel size.
- (2) Where firewise landscaping zone areas are required, landscape plans shall utilize firewise landscape design for portions of the site lot or parcel that are within fifty feet (50') of a building. The intent of the firewise landscape zone is to create a low-fuel zone at least thirty feet (30') wide on each building sides facing wooded or vegetated areas in order to provide space for fire suppression equipment and to reduce a buildings exposure to radiant heat from wildfire. This thirty-foot (30') wide buffer is called the firewise landscape zone. The following standards may be applied to a firewise landscape zone when required by the fire chief or landscape architect:
 - a. *Tree locations.* Required trees shall be planted at least thirty feet (30') from any building, as measured from the trunk of the tree to the nearest point of the structure. Required planted trees shall be located at least thirty feet (30') from other trees, where possible. If not possible, tree placement should be spaced apart instead of clustered. Based on the size and type of existing trees located within the firewise landscape zone,

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

the landscape architect may approve their removal if the trunk is located within thirty feet (30') of a building, excluding historic trees, which shall require approval from the city commission before removal.

- b. *Vegetation.* Landscape plants within this area should be strategically placed within and adjacent to the firewise zone to create separation between plants or plant cluster for the purpose of retarding the spread of fire and reducing radiant heat generated from highly concentrated vegetated areas. Plants and shrubs shall be fire resistant species accepted by the landscape architect. The landscape architect may require use of certain species over others based on their natural fire resistant characteristics.
 - c. *Irrigation system.* An irrigation system shall be required within the firewise landscape zone, ~~and shall not be waived for application of drought-tolerant landscaping planted within the zone.~~
 - d. *Fences.* Wood fences shall not be constructed within any firewise landscape zone except where a sufficient clear zone occurs between the fence and the adjacent wooded or vegetated area, as may be determined by the landscape architect.
- (3) Wildfire protection zone. A wildfire protection zone that averages no less than thirty feet (30') in width shall be placed along all perimeter boundaries of a planned development or residential subdivision that are exposed potential threat from wildfire impacts. The minimum width of the wildfire protection zone is twenty feet (20') as long as the minimum average width is met. As a guideline, wildfire protection zones may be a more appropriate design application.
- a. *Accessibility for emergency vehicles.* A path at least fourteen feet (14') wide shall be created to allow access for emergency vehicles. The access path shall be cleared of trees but ground vegetation shall be maintained to prevent soil erosion but shall be regularly maintained at a height less than twelve inches (12"). Trees removed to accommodate emergency vehicles pathways within wildfire protection zones are exempt from tree replacement requirements set forth in this article. Where soils under dry or drought conditions cannot support the passage of emergency vehicles, the fire chief may require that the all or applicable portions of the pathway be stabilized with suitable permeable material.
 - b. *Tree plantings within adjacent property.* Trees planted within residential lots abutting a wildfire protection zone shall be placed a distance of at least fifteen feet (15') from this zone.
 - c. *Landscape plants and trees.* Plants and trees planted within thirty feet (30') of a wildfire protection zone shall be fire resistant species. The landscape architect shall determine whether the species is considered fire resistant based on professionally acceptable sources such as, but not limited to, the U.S. Department of Forestry and the State Department of Agriculture and Consumer Services.
 - d. *On-going maintenance and management.* A property owner or property owner association shall be responsible for maintaining the emergency pathway in a condition acceptable to the fire chief. Vegetation within the wildfire protection zone shall also be pruned and/or removed according to a management plan that must be accepted by the city and recorded with the Clerk of the Circuit Courts. The management plan shall

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

identify the minimum maintenance schedule and shall also stipulate that the property owner or property owners' association shall conduct vegetation maintenance within fourteen (14) days from the receipt of written notice from the fire chief.

- e. *Firewise landscaping.* If a multiple family or nonresidential development will be located within fifty feet (50') of any wildfire protection zone, a firewise landscaping plan, as set forth in subsection (f)(2) of this section shall also apply to the development.

(4) Firewise requirements for planned development and new residential subdivisions. Subdivision plan and planned development applications for residential uses proposed in wildfire risk area an area considered a high or medium risk for wildfire, as determined by the fire chief, shall be required to comply with the following standards if required by the fire chief:

- a. *Fuel reduction and mitigation strategies.* To reduce fuel material for wildfires prior to issuance of any building permits within the subdivision or planned development, the developer/applicant shall complete the following:
 - 1. Tree canopies within fifty feet (50') of any structure shall be thinned by tree removal or by pruning of branches such that there is no more than seventy-five percent (75%) crown closure, as shall be determined by the landscape architect. Removal of protected trees, except ~~excepting~~ specimen trees, is exempt from tree mitigation requirements.
 - 2. A prescribed burn shall be conducted according to the procedures set forth by the fire chief as part of the clearing and grading activities for the project. The applicant shall be responsible for all costs to have city fire department staff and equipment present if determined necessary by the fire chief. If a prescribed burn is not feasible because of climatic conditions, smoke limitations, proximity of existing development or other constraints, fuel mitigation strategies will be determined by the chief fire official.
- b. *Access to common areas and conservation areas.* Subdivision plans shall include access to common areas and conservation areas where the size or location of such areas warrants emergency access lanes. The fire chief shall determine where such emergency access is needed.
- c. *Ongoing maintenance plans for subdivision plans.* The developer/applicant shall prepare a greenbelt and/or conservation area maintenance plan that provides for the management of common areas for fuel reduction and hazard mitigation by the property owners' association. Such plan shall be incorporated into the code, conditions and restrictions recorded with the final plat.

(g) *Acceptance of improvements.*

- (1) No application for building permit, land clearing permit, site development permit (subdivision) or grading and filling permit may be issued by the chief building official until the landscape architect has visited the development site and determined that the tree removal and protection is in accordance with the conditions stated in this article and in the approved site plan, subdivision plat, or grading and filling permit.

- (2) Final SPRC acceptance of improvements included in the landscaping plans of the approved site plan will not be issued until the landscape architect has determined that all landscaping, tree protection devices and operating irrigation systems have been installed in accordance with the approved plan. However, with the recommendation of the landscape architect, the chief building official may accept a guarantee that such landscaping or irrigation improvements will be completed within a maximum period of sixty (60) days. Said guarantee shall be in the form of a performance or surety bond, a certified check, or cash deposited in an escrow account. The amount of such guarantee shall be in an amount that is equal to one hundred fifty percent (150%) of the value of the materials and installation costs, as estimated by the developer's contractors and verified by the chief building official.

Amendment Item 8

Topic:

Buffer Area Requirements

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,

**Section 3-06. – Buffer area
requirements**

Item 8 Summary - Buffer area requirements

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06. - Buffer area requirements.

Topic:

Buffer area requirements.

Section summary:

This Section establishes buffer requirements based upon land uses. Additionally, the section establishes the required materials and design standards.

Proposed changes:

1. Updated land use buffer table based on the existing future land use categories within the Comprehensive Plan.
2. Deleted buffer area reductions to accommodate driveways.

Meeting input:

None.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06. - Buffer area requirements.

Topic: Buffer area requirements.

Sec. 3-06. – Buffer area requirements.

- (a) *In general.* Landscaped buffers shall be developed between differing land uses based on this section. These requirements shall be deemed the minimum necessary to achieve compatibility between land uses. Buffer shall be developed by the more intense use based on existing contiguous uses, zoning, or land use plan designation, whichever is most intense. Special provisions for properties along rights-of-way designated as Greenbelt Overlay Districts. In no instance shall any side or rear yard buffer be less than six feet (6') or any front yard or side corner yard buffer be less than ten feet (10'). In case of conflict, the most restrictive provision shall apply.
- (b) *Buffer requirements.* Buffer requirements shall be determined by subtracting the land use intensity factor of the less intense use from that of the more intense use. The various land uses and corresponding intensity factors are shown in the following table:

Land Use	Intensity Factor
Agriculture (bona fide pasture or similar use)	
Rural residential/rural estate (density less than one dwelling units per acre)	1
Suburban low density residential	2
Low density residential	2
Medium density residential	3
High density residential	4
<u>Institutional less than 0.5 ISR</u>	<u>4</u>
<u>Institutional 0.5-0.65 ISR</u>	<u>5</u>
<u>Institutional 0.66 ISR or greater</u>	<u>6</u>
Oceanfront tourist residential uses	5
<u>Office, Residential, Retail less than 0.5 ISR</u>	<u>4</u>
<u>Office, Residential, Retail 0.5-0.65 ISR</u>	<u>5</u>
<u>Office, Residential, Retail 0.66 ISR or greater</u>	<u>6</u>
<u>General commercial or Low intensity commercial less than 0.5 ISR</u>	<u>5</u>
<u>General commercial or Low intensity commercial 0.5-0.65 ISR</u>	<u>6</u>
<u>General commercial or Low intensity commercial 0.66 ISR or greater</u>	<u>7</u>
Heavy commercial less than 0.5 ISR	6
Heavy commercial 0.5-0.65 ISR	7
Heavy commercial 0.66 ISR or greater	8
<u>Highway Tourist Commercial less than 0.5 ISR</u>	<u>5</u>
<u>Highway Tourist Commercial 0.5-0.65 ISR</u>	<u>6</u>
<u>Highway Tourist Commercial 0.66 ISR or greater</u>	<u>7</u>
Industrial 0.65 ISR or less	8
Industrial 0.65 ISR or less	9

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Outside storage	9
ISR refers to impervious surface ratio, or the ratio of impervious (building and paved) surface to total surface area. ISR measurement shall not include landscape buffers along rights-of-way as described in subsection (d) of this section.	

Once the applicable buffer calculations have been completed, the resulting number indicates the appropriate buffer design type, as shown by the table in subsection (d)(2) of this section.

(c) *Roadway buffers.* In addition to the buffers required in subsection (b) of this section, all projects fronting a designated collector shall have a buffer of a design type 2, as shown in section (d) of this section. Those uses abutting an arterial roadway shall have a buffer of a design type 3, subsection (d) of this section. Road classification shall be based on the transportation element of the city's comprehensive plan. Those roadways designated as Greenbelt and Gateway Preservation Overlay Districts and within the Granada Bovard Streetscape Overlay District shall be exempt from these requirements and shall comply with standards as contained in this Land Development Code.

(d) *Buffer design types.* Buffer design types shall be based on the table in this subsection, and shall comply with the following additional requirements:

- (1) The number of specified plantings shall be applied for every one hundred (100) linear feet of the buffer.
- (2) Landscape material shall comply with the requirements of section 3-05.

Buffer Design Type	Minimum Buffer Width	Trees	Shrubs	Ground Cover
1	6	2	20	20
2	10	3	30	30
3	20	4	40	40
4	30	5	50	50
5	40	6	60	60
6	50	7	70	70
7	60	8	80	80
8	70	9	90	90
9	80	9	100	100

(3) *Optional bufferyard reduction.* If the required bufferyard design type may be reduced by one (1) or more levels of intensity with the installation of a six-foot (6') high decorative masonry wall, the bufferyard design type may be reduced by one (1) level. Such a reduction shall be permitted when the intensity factor difference is five (5) or greater, and in situations where no fence or wall would otherwise be required by this Land Development Code.

(e) *Material and design standards.* The following standards apply to new development and redevelopment of existing sites:

- (1) The landscaped buffer area shall include a minimum five-foot (5') wide visual evergreen screen constructed of plant materials which are selected, located, and maintained to provide a visual barrier that is designed to achieve ninety percent (90%) ~~forty percent (40%)~~ opacity

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

within three (3) years from the time of installation between three feet (3') and six feet (6') above the average ground level of the landscaped buffer area when viewed horizontally.

- (2) Trees shall be established along the entire length of and contiguous to any property line at a maximum spacing of fifty feet (50') on-center. Points of access through landscaped buffer areas shall be excluded ~~included~~ in the linear spacing of trees contiguous to the property line.
- (3) Prior to the initiation of any construction activities, tree barricades shall be erected around selected trees and understory shrubs to be preserved. These tree barricades are required to be inspected by landscape architect or engineering site inspector prior to clearing. ~~in the landscaped buffer area will be marked for preservation by the landscape architect in cooperation with the developer.~~
- (4) Landscaped buffer areas intended to screen parking areas, dumpster pads or other site features shall be designed to achieve ninety percent (90%) ~~sixty percent (60%)~~ opacity within three (3) years from the time of installation.
- (5) When a visual screen is not provided in the landscaped buffer area that abuts an off-street parking area, a decorative masonry wall, earth berm, natural landscape screen and/or combination of the kind in this subsection shall be installed in such a manner as to neutralize the predominating effect of vehicles from adjacent properties and public rights-of-way. Such screening areas shall be a minimum height of three feet (3').
- (6) Fences or walls may also be required in landscaped buffer areas in accordance with this section. When a fence, brick or decorative masonry wall is required, trees must be planted within the buffer area adjacent to the wall at a spacing of not more than fifty feet (50') on-center. These trees are to meet Code requirements and also be species that, when installed, are at least twelve feet (12') tall and have a minimum spread of six feet (6').
- (7) Plant materials used within the required landscaped buffer area adjacent to a chainlink fence in a side corner yard shall be selected, located and maintained to provide a visual barrier which will achieve ninety percent (90%) ~~seventy-five percent (75%)~~ opacity within three years from the date of installation.
- (8) Plant materials used within the required landscaped buffer area adjacent to a decorative masonry wall in a side corner yard shall be selected, located and maintained to provide a visual barrier that is desired to achieve fifty percent (50%) opacity within three (3) years from the date of installation.
- ~~(9) Landscaped buffer areas that abut adjacent lots used for nonresidential purposes may be reduced to a minimum of five feet (5') in width to accommodate driveways, provided an average buffer width of ten feet (10') is maintained beyond the front yard setback.~~
- (10) ~~(9)~~ Underground parking structures and parking areas above underground parking structures shall have a landscaped buffer twenty feet (20') in width on the front lot line. The landscaped buffer shall be measured at right angles to the property line, unless a wider area is specified as part of the district regulations.
- ~~(11)~~ (10) On oceanfront property, the landscaped buffer is not required along the rear setback line except that a minimum six foot (6') ~~five-foot (5')~~ wide landscaped buffer shall be

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

required adjacent to parking areas. (For dune protection standards, see section 3-15, coastal management.)

- (12) ~~All lots within single family subdivisions, recorded after the adoption of this Land Development Code and located in an R-3, R-4, R-5 or R-6 zoning district, shall have a ten-foot (10') rear yard landscape buffer in which no accessory structure shall be permitted. This requirement shall not apply where the lot abuts a golf course, wetland, upland buffer or common open space area.~~
- (13) (11) Front yard buffers for properties within the streetscape district may include the following streetscape elements: trash receptacles, benches, tree grates, tree guards, and raised decorative planters. ~~stone planters.~~

In situations where the placement or type of plant required by this Land Development Code does not conform to buffer or landscape requirements ~~accepted landscaping and horticultural practices~~, then the city's landscape architect may approve alternate locations and/or plant material.

Amendment Item 9

Topic:

Reserved – to be amended

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,

Section 3-07. – Reserved

Item 9 Summary – Landscape Article – Reserved to Existing Developments Landscaping

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07. - Reserved (proposed to be amended to Existing Developments Landscaping).

Topic:

Maintenance of existing development landscaping.

Section summary:

New section. This section shall apply to existing developed non-residential and multi-family properties. This section shall not apply to single-family lots.

Proposed changes:

1. Applies to existing developments that are reviewed by the Site Plan Review Committee, and who apply for a **change of use, expand or enlarge their existing structure, and for upgrading nonconforming sites.**
2. No site plan review mechanism for existing developments to have them comply and bring their site up to meet the previously approved landscape plan. This “betterment plan” has been done informally currently.
3. This section is a form of code enforcement as existing developed sites are expanded, modified or go vacant for a pro-longed period of time.
4. Intent of this Section to bring properties into compliance to the maximum extent practical as determined by the landscape architect. There is an appeal mechanism to the landscape architect decisions.

Meeting input:

1. There was a concern expressed with minor improvements would deter business owners from making improvements.

Staff Response: These are existing developments and are required to maintain site landscaping in conformance with approved site plans & development orders. The alternative is to increase code enforcement action to existing developed sites. This section allows the City Landscape Architect the ability to determine the maximum extent practical and includes an appeal process.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07. - Reserved.

Topic: Maintenance of existing development landscaping.

Sec. 3-07. - ~~Reserved.~~ Existing Developments Landscaping.

- (a) This section shall apply to existing developed non-residential and multi-family properties. This section shall not apply to single-family lots.
- (b) Existing developed non-residential and multi-family properties are required to maintain site landscaping and natural area in conformance with approved site plans and development orders. When there is no approved site plan or development order, the standards of the Article 1 Landscaping shall be applicable as determined by the landscape architect.
- (c) Landscape review required. A landscape review and conformance through the Site Plan Review Committee with either (1) an approved site plan or development or (2) the landscaping requirements of this Article shall be required when:
 - (1) Change of use. When a building has a change of use that requires a certificate of use, business tax receipt, or a new site plan submittal. This requirement would not apply to changes of uses within shopping centers or areas that have multi-tenant uses.
 - (2) Developments are vacant for longer than 180 days.
 - (3) Building expansion. Any building expansion that seeks additional square footage.
 - (4) Site impervious expansion. Any additional site impervious expansion.
- (d) Landscape and Irrigation plan requirements. For properties that require a landscape review, a landscape plan is required per Section 3-05(a)(b)(1)(2) of this code. A previously approved landscape plan by the Site Plan Review Committee or Volusia County, if annexed, shall be acceptable. In the review of the landscape plan, the following shall apply:
 - (1) Change of use and sites vacant for longer than 180 days. In reviewing compliance with this section, landscape architect will evaluate the existing site layout for landscape compliance requirements. Landscape compliance shall be in the following order of priority:
 - a. The intent is to update existing landscape areas and replace missing or dead landscape material;
 - b. To improve treatments along rights-of-way including modifying nonconforming driveway openings;
 - c. Addressing landscape buffers & parking lot screening along property boundaries; and
 - d. Replace and update material within existing landscape islands.
 - (2) Building expansions and increases to impervious areas. In reviewing compliance with this section, landscape architect will evaluate the existing site layout for landscape

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- compliance requirements. Landscape compliance shall be in the following order of priority:
- a. To improve treatments along rights-of-way including modifying nonconforming driveway openings;
 - b. Addressing landscape buffers & parking lot screening along property boundaries;
 - c. Replace and update material within existing landscape islands;
 - d. Establish or replace foundation plantings between building & sidewalk in accordance with Article 1, Landscaping section; and
 - e. Excavation of pavement, development of "dead" areas or remove extra parking space areas for interior landscape islands, reconfiguration and restriping of parking areas, and any other reasonable and necessary physical improvements to meet the landscape requirements.
- (e) Review and Appeals. The landscape architect shall review and administer compliance with this section. Acknowledging that existing sites have non-conformities, it is the intent of this section to bring properties into compliance to the maximum extent practical as determined by the landscape architect. The landscape architect is authorized to allow deviations to the landscaping requirements of this section based upon existing site conditions. Appeals of the landscape architect determinations may be appealed to in accordance with Section 1-19 of this Code.

Amendment Item 10

Topic:

Maintenance of Plantings and
Irrigation Systems/Enforcement

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
**Section 3-08. – Maintenance of
plantings and irrigation
systems/enforcement**

Item 10 Summary – Landscape Article – Maintenance

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08. - Maintenance of plantings and irrigation systems/enforcement.

Topic:

Landscape Article – Maintenance of plantings and irrigation systems/enforcement.
Updated after November 14, 2024 Planning Board meeting.

Section summary:

1. Provides maintenance responsibility of plant material.
2. Provides maintenance responsibility of irrigation systems.
3. Details tree maintenance on public rights-of-way.

Proposed changes:

1. If no landscape plan exists on existing site, a landscape plan would be required.
2. Delete ability to install temporary irrigation for all xeric.
3. Adds tree maintenance for private rights-of-way and private properties.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08. - Maintenance of plantings and irrigation systems/enforcement.

Topic: Maintenance of plantings and irrigation systems/enforcement.

Section 3-08. - Maintenance of plantings and irrigation systems/enforcement.

(a) Plant material.

- (1) The owner, tenant and their agents, if any, shall be jointly and severally responsible for the maintenance of all plant materials as shown on the approved landscape plan or building permit. Plant materials shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris. Any dead or severely damaged plant materials shall be replaced by the owner, tenant or their agent as part of routine maintenance.
- (2) Failure to maintain plant materials as shown on the approved landscape plan or building permit shall result in a hearing before the special magistrate. If the landscape plan is not on file with the city, ~~the landscape architect shall make a determination of what had existed prior to the removal or destruction, based on empirical evidence, testimony of observers, photographs (if available) and input of the property owner~~ a landscape plan shall be prepared per section 3-05, Landscape and Irrigation plan requirements.
- (3) Where replacement materials differ from the approved landscape plans, an amendment to the plan shall be submitted to the landscape architect for review and approval or to the SPRC if such changes result in a change of or interfere with pedestrian or vehicular movements, or loss of screening, or would otherwise alter the site to the extent that off-site impacts or hazards may result.
- (4) If an existing site that is nonconforming with regard to landscape or buffer requirements, number of trees or other landscape standards is made more nonconforming by the removal, destruction or death of the plant material, then the owner shall be required to replace what was removed or destroyed in that area and to provide additional materials to the extent that it would be practically and economically feasible to do so, to meet minimum current standards.

(b) Irrigation systems.

- (1) Irrigation systems shall be maintained in working condition at all times. Such systems may be inspected by the landscape architect or the chief building official and, if found to be defective, the property owner shall be given written notice and directed to repair the system within ten (10) working days of the date of receipt of the notice. Failure to make such repair, or to submit a written interim proposal satisfactory to the landscape architect to maintain the landscaping, shall result in a hearing before the special magistrate.
- (2) ~~If a project is submitted for landscape approval with one hundred percent (100%) of the plantings determined to be xeric by the landscape architect, then only temporary irrigation during the establishment period will be required. This timeframe will be determined by the landscape architect, and the project shall be inspected at the end of this period to determine if irrigation may be removed.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (3) ~~All plant material and trees that have been used to fulfill the requirement for fifty percent (50%) xeric or native plants must be irrigated separately from nonxeric plant material and grasses.~~
- (c) Tree maintenance on public or private right-of-ways or residential properties. The following standards apply to all persons, either public or private, who maintain trees on or over the public right-of-way for utility, residential properties or all other zoning districts: ~~other purposes~~:
- (1) Notification of landscape architect or Environmental Improvement Officer. Such parties shall notify the landscape architect prior to initiation of maintenance activities as to the exact location and date that such work will be accomplished. No tree removal, surgery, cavity filling or spraying shall be done on any tree on the public right-of-way, except by persons employed by the city, ~~without first obtaining a permit for such work from the landscape architect.~~ ~~There shall be no charge for such a permit.~~ No tree shall be trimmed by, or under the direction of, any public utility company or agent of such company to provide clearance for wires or cables or any other purpose without a permit approved by the said landscape architect. Such work shall be done only under the supervision of the landscape architect or Environmental Improvement Officer. See canopy and scenic road requirements per section 3-03(e).
 - (2) Specimen Tree Pruning Certification/Permit required: When tree pruning occurs on residential property or all other zoning districts for specimen trees 26" DBH & greater, section 3-04(d), a permit will be required and the tree worker shall hold a Prescription Pruning Certification issued by ISA. Only the tree worker holding this certification will be allowed to perform the pruning operations.
 - ~~(2)~~ (3) Notification of property owner. When trees will be worked on which are located on private property and overhang the rights-of-way, the party responsible for the work shall, prior to beginning such work, notify the property owner as to the need for and extent of such maintenance, and the approximate date the work will be accomplished. It shall not be the duty of the owner of any private property to remove any dead, diseased or dangerous trees or parts thereof, which overhang or interfere with the public sidewalks and streets or city-owned property.
 - ~~(3)~~ (4) Pruning. Pruning shall be performed by tree workers who hold a Prescription Pruning Certification issued by ISA. Proof of this certification shall be given to city landscape architect or Environmental Improvement Officer. ~~; through related training and on the job experience, are familiar with the techniques and hazards of this work, including trimming, maintenance, repairing or removal and equipment used in such operations.~~ The use of climbing spurs or irons is prohibited in pruning operations on live trees.
 - a. *Fine pruning.* Fine pruning shall consist of the removal of dead, diseased, interfering, objectionable, obstructing and weak branches, as well as selective thinning to lessen wind resistance. The removal of such branches shall include those on the main trunks, as well as those inside the leaf area. An occasional branch, up to one-half-inch (½") diameter, as described above, may remain within the main leaf area to its full length when it is not practical to remove it.
 - b. *Medium pruning.* Medium pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunk as well as

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- those within the leaf area. An occasional branch up to one inch (1") in diameter may remain within the main leaf area where it is not practical to remove it.
- c. *Coarse pruning.* Coarse pruning shall consist of the removal of dead, diseased or obviously weak branches, two inches (2") in diameter or greater.
 - d. *Cutting back or drop crotch pruning.* The following specifications shall apply for this subsection and subsections (c)(1) and (2) of this section:
 - 1. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
 - 2. If it is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark or to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
 - 3. Remove the weaker or least desirable or crossed or rubbing branches. Such removal shall not leave large holes in the general outline of the tree.
 - 4. ~~Treatment of cuts and wounds, with tree wound dressing, is mandatory. When such treatment is made, materials nontoxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.~~
 - 5. Generally, in reducing size (cutting back), not more than twenty-five percent (25%) ~~one-third (1/3)~~ of the total area shall be reduced at a single operation. When cutting back trees, only drop crotch as much as necessary. Where practical, avoid cutting back to small suckers. All effort shall be made to cut back to a lateral, one-third (1/3) of the diameter of the cut being made.
 - 6 5. In reducing overall size, attention shall be given to the symmetrical appearance. The top shall remain higher and the sides reduced in order to maintain a tree-like form typical of the given species.
 - 7 6. In lifting the lower bottom branches of trees for under clearance, care shall be given to symmetrical appearance, and cuts shall not be made so large that they will prevent normal sap flow.
- (4) (5) *Topping.* Topping is cutting back large portions of the upper crown of the tree. Topping is often required when the tree is located directly beneath a utility line. The main leader or leaders, may be cut back to a suitable lateral. (The lateral shall be at least one-third (1/3) the diameter of the limb being removed.) For the sake of appearance and to limit the amount of regrowth, no more than one-fourth (1/4) of the crown shall be removed when topping.
- (5) (6) *Side trimming.* Side trimming consists of cutting back or removing the side branches that are threatening the conductors. Side trimming is required where trees are growing adjacent to utility lines. Limbs shall be removed at a lateral branch. Unsightly notches in the tree shall be avoided if possible. Shortening branches above and below the indented area, or balancing the opposite side of the crown, will usually improve the appearance of the tree. When trimming, all dead branches above the wires shall be removed, since this dead wood could easily break off and cause an interruption in utility service.

- ~~(6)~~ (7) *Under trimming*. Under trimming involves removing limbs beneath the tree crown to allow wires to pass below the tree. To preserve the desired shape of freestanding or open grown trees, lower limbs on the opposite side of the tree shall be removed also. All cuts shall be flush to avoid leaving unsightly stubs. The natural shape of the tree is retained in this type of trimming, and the tree can continue its normal growth. Overhangs are a hazard, however, when the line passes beneath a tree. Overhangs shall be removed in accordance with the species of tree, location, and the general policy of the utility. When trimming, remove all dead branches above the wires, since this dead wood could easily break off and cause an interruption in utility service.
- ~~(7)~~ (8) *Natural trimming or directional trimming*. Natural trimming is a method by which branches are cut flush at a suitable parent limb back toward the center of the tree. This method of trimming is sometimes called drop crotching or lateral trimming. Large branches shall be removed to laterals at least one-third ($\frac{1}{3}$) the diameter of the branch being removed. Natural trimming is especially adapted to the topping of large trees where a great deal of wood must be removed. Natural trimming tends to guide the growth of the tree away from the wires. Stubbing or pole clip clearance tends to promote rapid sucker growth right back into the conductors. Natural clearance does work and two (2) or three (3) trimming cycles done in this manner will bring about an ideal situation for both the utility and tree owner.
- ~~(8)~~ (9) *Pollarding*. Pollarding or rounding over shall not be permitted.
- ~~(9)~~ (10) *Permission needed for pruning of palms*. No pruning of palm species other than removal of dead fronds is authorized. Should palms affect the distribution system, permission shall be requested for removal from the landscape architect or the property owner.
- ~~(10)~~ (11) *Signs*. It shall be unlawful to attach a sign or other object to a tree by the use of nails, wire or any other method which will be harmful to the tree.
- ~~(11)~~ (12) *Removal of vegetation*. The landscape architect, based on a finding that vegetative material in the public right-of-way presents a danger to traffic, pedestrian or bicyclist safety, may request the adjoining property owner to remove such vegetation or may remove the vegetation by city forces. In no event shall the city be responsible for replacing such vegetation or pay any damages other than to restore the right-of-way by means of sodding or seeding.

Amendment Item 11

Topic:

Land Clearing (existing Section to be deleted) – New Section – Tree Abuse

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
Section 3-09. – Land Clearing

Item 11 Summary – Landscape Article – Land Clearing (to be deleted) to Tree Abuse (new section)

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09. - Land clearing.

Topic:

Landscape Article – Land clearing to be deleted and new section called Tree Abuse proposed.

Section summary:

1. Land clearing section to be deleted and replaced.

Proposed changes:

1. Land clearing to be incorporated into land alteration permit section.
2. The city is encountering tree abuse more with homeowners and tree companies. Large old age specimen trees are being improperly pruned.
3. This section seeks to establish standards and requirements for enforcement of tree abuse.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09. - Land clearing.

Topic: Land clearing to be deleted and new section called Tree Abuse proposed.

Section 3-09. - Land clearing.

(a) ~~In general.~~

- ~~(1) A land clearing permit is required for the removal of underbrush other than that directly associated with a developed single family homesite of less than two and one-half (2½) acres, construction activities associated with a recorded subdivision plat or a building permit currently in effect, and for hand clearing necessary for surveying, provided that such activities are consistent with the regulations in this Code related to protection of wetlands, waterways and other environmentally sensitive areas.~~
- ~~(2) No change of grade shall be permitted, other than top dressing of lawns with marl, black dirt, sand, peat or other similar materials.~~
- ~~(3) No tree removal other than for exempt trees may occur unless a permit is issued in accordance with section 3-03.~~
- ~~(4) No fill material shall be allowed except where it is minor in nature or necessary to correct a potential hazard.~~
- ~~(5) No activity that results in grading or filling of land is allowed except as noted above or in conformance with section 3-10.~~

(b) ~~Permit application.~~

- ~~(1) The applicant shall submit a plan at a scale of not less than one inch equals one hundred feet (1"= 00'), showing:
 - a. The area to be cleared;
 - b. The approximate location;
 - c. Size and type of existing trees;
 - d. Trees to be removed; and
 - e. Wetland areas, waterbodies and flood hazard zones.~~
- ~~(2) The application shall also include the following:
 - a. A description of the proposed method of clearing;
 - b. The type of equipment to be used;
 - c. The purpose for the activity; and
 - d. The name of the owner of the property and the person or firm performing the work.~~
- ~~(3) The application shall be accompanied by the appropriate fee as required by chapter 1, article IV of this Code.~~

(c) ~~Clearing of subdivision lots due for purpose of fill storage.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- ~~(1) Approval of fill storage shall be concurrent with or subsequent to the approval of final drainage and grading plans.~~
 - ~~(2) A maximum of twenty percent (20%) of the total lots of the subdivision phase under construction shall be used for the purpose of fill storage.~~
 - ~~(3) Lots to be considered for fill storage will be limited to those on which there is no potential for saving existing trees. All palm trees shall be saved.~~
 - ~~(4) Contiguous lots may be used for fill storage, provided that a natural vegetative buffer no less than fifteen feet (15') deep shall be provided within and along the perimeter boundary of the fill storage area.~~
 - ~~(5) Lots that abut the designated area of fill storage shall be maintained in their natural state and shall not be cleared until excess fill has been removed and the fill storage site has been graded pursuant to the subdivision plans.~~
 - ~~(6) Lots to be used for fill storage, lots to be maintained in their natural state, and the limits of the perimeter buffer shall be determined by the site plan review committee at the time of subdivision plan review. Preferred locations for fill storage are at the end of cul-de-sacs, remote areas of the development, or areas not readily visible to the public.~~
 - ~~(7) A thirty-foot (30') opening shall be provided per every three hundred feet (300') adjacent to the street right-of-way, as a maximum, to provide access to the fill storage site.~~
 - ~~(8) Silt fences shall be placed around the perimeter of the cleared area and inspected by the city prior to fill being placed on the site.~~
 - ~~(9) Fill material to be stored on the subdivision site shall be limited to the fill excavated on-site. No fill material shall be brought from off-site and stored.~~
 - ~~(10) ——— The maximum side slope of the fill storage stockpile shall be a ratio of four to one (4:1) with adequate drainage to be provided. The maximum height of the stockpile should not exceed six feet (6") above the crown of the road. The stockpile shall be seeded and mulched once all fill to be stored is in place.~~
- ~~(d) Permit issuance/enforcement.~~
- ~~(1) The chief building official may issue a land clearing permit following review and recommendation by the city engineer and landscape architect. The permit shall contain any special conditions or activity restrictions. The permit shall be valid for a period of fourteen (14) days from the date of issuance.~~
 - ~~(2) Following completion of the activity or after fourteen (14) days from the date of permit issuance, the site shall be inspected for compliance with the conditions of the permit. Any violations of the permit or other applicable city codes or ordinances shall be referred to the code enforcement officer. Violators shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special master.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Sec. 3-09. - Tree Abuse Enforcement.

- (a) This applies to all zoning districts including existing or proposed properties.
- (b) Tree abuse defined. "Tree abuse" means any one or more of the following:
 - (1) Removal of more than 25 percent of the canopy of a tree; or
 - (2) Topping or hat racking a tree (Includes Crape Myrtles); or
 - (3) Removal of main lateral branches leaving the trunk of the tree in a stub appearance; or
 - (4) Cutting a tree which destroys its natural habit of growth; or
 - (5) Pruning that leaves stubs or results in flush cuts or splintering of limb ends; or
 - (6) Using climbing spikes, nails, or hooks, except for the purpose of total tree removal; or
 - (7) Pruning of live palm fronds which initiate above the horizontal plane.
- (c) Exemptions. No person shall commit tree abuse unless one of the following exemptions applies:
 - (1) The abuse is necessary to alleviate a dangerous condition posing an imminent threat to the public or property. Photographs will be required to document tree(s) condition prior to removal. If photographs are not taken to document condition than it be considered a violation; or
 - (2) The abuse is necessary to prevent service interruptions for franchise utilities; or
 - (3) The abuse is necessary for the transplantation of Cabbage Palms.
- (d) Violations. The city shall issue a Stop Work Order to, or revoke the building permit for, the subject property of any person found in the act of tree abuse, or found to have committed tree abuse in violation of this article. The Stop Work Order shall not be withdrawn or the building permit reinstated until the owner or developer has contributed into the Tree Replacement Fund Account or show a planting receipt of the newly purchased trees. The penalty shall be one hundred and seventy- five dollars (\$175.00) for each inch DBH of the abused tree or plant back the total DBH inches removed with new trees. Seventy-five percent (75%) of these new trees shall be native shade trees. The minimum penalty shall be one-inch DBH contribution for each inch DBH of the abused tree.
- (e) Tree protection during sidewalk and curb repair. Where sidewalk or curb damage due to the growth of tree roots occurs, every effort shall be made to correct the problem without removing or damaging the tree. The Environmental Improvements Officer shall be responsible for developing or approving corrective measures in consultation with the city engineer.
- (f) Review and appeals section. The landscape architect shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Environmental Improvements Officer in the enforcement of this section. Appeals of the landscape architect determinations may be appealed to in accordance with Section 1-19 of this code.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Amendment Item 12

Topic:

Grading and Filling (existing Section to be deleted) – New Section – Land Alteration Permits

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
Section 3-10. – Grading and Filling

Item 12 Summary – Landscape Article – Grading and Filling (to be deleted) to Land Alteration Permits (new section)

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10. - Grading and Filling.

Topic:

Landscape Article – Delete grading and filling existing section in its entirety and replace with a new section titled land alteration permits.

Section summary:

1. Grading and filling section to be deleted and replaced.

Proposed changes:

1. Grading and filling section to be incorporated into land alteration permit section.
2. Establishment of underbrushing (brush mowing) permits.
3. Clarification that vacant single-family lots can only be cleared with a building permit.
4. Incorporation of grading and filling standards into this section.
5. Clarification that Site Plan Review Committee approved plans requires a site engineering permit.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10. - Grading and filling.

Topic: Delete grading and filling existing section in its entirety and replace with a new section titles land alteration permits.

~~Sec. 3-10. – Grading and filling.~~

~~(a) Generally.~~

- ~~(1) No grading or filling of lands is allowed except in connection with a grade and fill permit or development order for the improvement of said lands. The term "improvement of land" means the development of land with buildings, structures, streets, sewers, waterlines or other facilities, the erection or installation of which requires the issuance of a permit by the city. Grading and filling permits may be issued as follows:
 - a. Pursuant to the subdivision regulations in connection with plat approval;
 - b. Through the issuance of a building permit for improvements on the property; and
 - c. Upon approval of a complete application for a grade and fill permit in accordance with subsection (b) of this section.~~
- ~~(2) The burying of rubbish, logs, lumber, building materials, underbrush, trash or other matter which would decompose or allow the land to thereafter settle is hereby determined to be a change or modification of the grade of land for which no permit shall be issued except as authorized by this Land Development Code.~~

~~(b) Permit application.~~

- ~~(1) Application for a grading and filling permit shall include:
 - a. The name of the owner of the property;
 - b. The name of the person or firm which will perform the work;
 - c. A current survey certified to the city which shows existing features of the property including elevations, buildings, structures, trees over six inches (6") in trunk diameter at four and one-half feet (4½") above ground level, streets, utility easements, rights-of-way and land use; the precise areas of development activity; wetlands and waterbodies;
 - d. The area to be graded or filled and cubic yard calculations; and
 - e. The specific purpose for the filling or grading activity and type of equipment to be used.~~
- ~~(2) Except for single-family homes and duplexes, the application shall include a statement prepared by a licensed civil engineer or landscape architect certifying that the grade or fill is consistent with all applicable city codes and ordinances and will not have an adverse impact on environmentally sensitive areas, drainage facilities or waterbodies.~~
- ~~(3) Any trees to be removed shall be shown on a dimensional drawing. A separate tree removal permit in accordance with the provisions of section 3-03 will also be required.~~

~~(c) Permit issuance.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- (1) ~~Except for single-family homes and duplexes or projects to be reviewed by the site plan review committee, the city engineer or designee shall determine if the application as submitted is in compliance with all laws of the city, county, state and federal government, and whether the proposed clearing, grading and/or filling will cause adverse impacts to the environment. The city engineer or designee shall make this determination in writing; shall state the basis for the determination; and may recommend other practical alternatives which would allow the permit to be issued. The city engineer or designee may issue its approval subject to conditions to mitigate adverse impacts to the environment. When the application for grading and filling applies to more than one (1) site, such as a subdivision development, the grading and filling permit shall be approved by the site plan review committee. Upon determination by the city engineer that roads to be constructed will a subdivision will result in excessive fill requirements for the development of the individual lots, the SPRC may authorize the clearing and grading of the lots to ensure stabilization of the grade of the lots within the subdivision. The applicant will be responsible for all tree removal, preservation and mitigation requirements contained within this article and shall include the appropriate plans and details as part of the final plans required for the construction of the subdivision. In situations where large tracts of land will be cleared, the SPRC shall require additional plantings of trees to ensure adequate buffering and screening from adjacent public rights-of-way.~~
- (2) ~~Except where health, safety or public welfare is jeopardized, no grade and fill permits shall be issued in conjunction with the grading and filling of an undeveloped parcel that will require the removal or damage of trees or native vegetation, unless the permit is in connection with a building permit for the improvement of said lands.~~
- (3) ~~For the construction of a single-family home or duplex unit, the chief building official shall review the permit application based on the criteria listed under subsection (c)(1) of this section.~~
- (4) ~~Approved grade and fill permits shall be issued by the chief building official within forty-eight (48) hours of such approval.~~
- (d) ~~*Grading and filling standards.* Any grade or fill activity shall be consistent with the following standards:~~
- (1) ~~All development activity shall conform with the requirements of this Land Development Code and any special conditions of the permit.~~
- (2) ~~No authorization for a change, modification or lowering of grade shall be issued when it is determined the same will result in a hole or depression or other adverse effect, which will create a health hazard.~~
- (3) ~~No person shall change, modify or lower any grade to any greater degree than is allowed by the authorization or permit granted for the same.~~
- (4) ~~Any authorized bulldozing or fill of lands which loosens sand or topsoil and permits it to blow upon the lands and premises of others is hereby declared to be a nuisance. Such lands shall therefore, within thirty (30) days after completion of such bulldozing work, be seeded or planted with shrubbery in order to minimize the tendency of the sand or topsoil to blow.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

~~(5) No less than twenty-four (24) hours prior to beginning the operation, the permittee shall notify the landscape architect of the precise time at which the clearing operation will begin.~~

~~(6) The landscape architect, the city engineer or their designees shall be present at the time such operation begins and shall monitor the activity as deemed appropriate.~~

~~(e) Appeal/enforcement.~~

~~(1) Appeals from the determination of the SPRC or city engineer or his/her designee under this section shall be in accordance with procedures described in chapter 1, article II of this Land Development Code.~~

~~(2) Any person violating any provision of this article shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.~~

~~(3) In addition to being subject to prosecution for violation of this Land Development Code any person changing the grade of land in violation of this article may be required by order of the special magistrate, after due notice and opportunity to be heard, to restore the property involved to the extent necessary to place the land in substantially the same condition as it was prior to the changing of the grade of the land. Should such order be violated, the special magistrate may impose fines to compensate for damage to on- or off-site environmentally sensitive areas or removal of vegetation.~~

Sec 3-10. - Land Alteration Permits.

(a) Underbrushing (brush mowing) permits.

(1) Permit required: An underbrushing permit is required for the knocking down of underbrush/overgrowth on existing single-family homesite of less than two and one-half (2½) acres, construction activities associated with a recorded subdivision plat or a building permit currently in effect, and for hand clearing necessary for surveying, provided that such activities are consistent with the regulations in this Land Development Code related to protection of wetlands, waterways and other environmentally sensitive areas. Underbrushing on vacant parcels per section 3-03(a)(2) will not be allowed unless the parcel is deemed a nuisance which will be reviewed on a case-by-case basis by the landscape architect.

(2) Underbrushing standards:

- a. No change of grade shall be permitted, other than top dressing of lawns with marl, black dirt, sand, peat or other similar materials.
- b. No tree removal other than for nuisance trees may occur per section 1-22.
- c. No fill material shall be allowed.
- d. No activity that results in grading or filling of land is allowed.
- e. If underbrushing is approved for existing single-family or all other existing developments, underbrushing will be allowed for trees 2" inches and less. Equipment allowed for underbrushing will be walk behind such as bush hog, small bobcat or other small rubber tire equipment. Large or heavy equipment will not be allowed. The type of equipment used shall be written on the underbrushing permit.

(3) Permit application.

- a. The applicant shall submit a plan or aerial at a scale of not less than one inch equals one hundred feet (1"= 100'), showing:
 - i. The area to be underbrushed;
 - ii. The approximate location;
 - iii. Size and type of existing trees & palms;
 - iv. Wetland areas, waterbodies and flood hazard zones.
- b. The application shall also include the following:
 - i. A description of the proposed method of clearing;
 - ii. The type of equipment to be used;
 - iii. The purpose for the activity; and
 - iv. The name of the owner of the property and the person or firm performing the work.
- c. Prior to the issuance of the underbrushing permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

(4) Permit issuance/enforcement.

- a. The landscape architect shall review the underbrushing permit and issue the underbrushing permit, provided all applicable conditions are satisfied. The permit may contain any special conditions or activity restrictions. The permit shall be valid for a period of thirty (30) days from the date of issuance.
- b. Following completion of the activity or after thirty (30) days from the date of permit issuance, the site shall be inspected for compliance with the conditions of the permit. Any violations of the permit or other applicable city codes or ordinances shall be referred to the code enforcement officer. Violators shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.

(b) Vacant single-family lots.

- (1) Single-family Building Permit Required. All vacant single family lots shall have tree removal and replacement reviewed and approved as part of a single-family residential building permit.
- (2) Survey required: Development of vacant single-family lots shall provide a tree survey of the existing conditions.
- (3) No tree removal or land clearing permit shall be authorized as a stand-alone permit for single-family lots. Land clearing for vacant single-family lots shall only be allowed as part of an approved single-family building permit.
- (4) The approved building permit shall contain the tree requirements for the lot as the part of the building permit and the required trees shall be in place and inspected prior to any Certificate of Occupancy.
- (5) It is the responsibility of the property owner to maintain the lot trees based upon the approved building permit and lot area calculations.

(c) Grading and filling.

- (1) Engineering permit required: No grading or filling of lands is allowed except in connection with an engineering grade and fill permit. For projects that require approval by the Site Plan Review Committee, grading and filling shall be approved as part of the approved site plan and constructed with an engineering permit.
- (2) Engineering grade and fill permit standards:
 - a. All development activity shall conform with the requirements of this Land Development Code and any special conditions of the permit.
 - b. No authorization for a change, modification or lowering of grade shall be issued when it is determined the same will result in a hole or depression or other adverse effect, which will create a health hazard.
 - c. No person shall change, modify or lower any grade to any greater degree than is allowed by the authorization or permit granted for the same.
 - d. Any authorized bulldozing or fill of lands which loosens sand or topsoil and permits it to blow upon the lands and premises of others is hereby declared to be a nuisance. Such

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

lands shall therefore, within thirty (30) days after completion of such bulldozing work, be seeded or planted with shrubbery in order to minimize the tendency of the sand or topsoil to blow.

- e. No less than twenty-four (24) hours prior to beginning the operation, the permittee shall notify the site engineering inspector of the time at which the clearing operation will begin.

(3) Permit application. Application for an engineering grading and filling permit shall include:

- a. The name of the owner of the property;
- b. The name of the person or firm which will perform the work;
- c. A current survey certified to the city which shows existing features of the property including elevations, buildings, structures, trees over six inches (6") in trunk diameter at four and one-half feet (4½") above ground level, streets, utility easements, rights-of-way and land use; the precise areas of development activity; wetlands and waterbodies;
- d. The area to be graded or filled and cubic yard calculations;
- e. The specific purpose for the filling or grading activity and type of equipment to be used; and
- f. The application shall include a statement prepared by a licensed civil engineer certifying, including any required calculations, that the grade or fill is consistent with all applicable city codes and ordinances and will not have an adverse impact on environmentally sensitive areas, drainage facilities or waterbodies. For minor projects, the applicant may request in writing that this requirement be waived by the City Engineer.
- g. Prior to the issuance of the engineering permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

(4) Permit issuance. The city engineer shall determine if the application, as submitted, is in compliance with all laws of the city, county, state and federal government, and whether the proposed clearing, grading and/or filling will cause adverse impacts to the environment. The city engineer or designee shall make this determination in writing; shall state the basis for the determination; and may recommend other practical alternatives which would allow the permit to be issued. The city engineer or designee may issue its approval subject to conditions to mitigate adverse impacts to the environment.

(5) Enforcement.

- a. Any person violating any provision of this article shall be subject to prosecution pursuant to section 1-9 of the Code of Ordinances, or a hearing before the special magistrate.
- b. In addition to being subject to prosecution for violation of this Land Development Code any person changing the grade of land in violation of this article may be required by order of the special magistrate, after due notice and opportunity to be heard, to restore the property involved to the extent necessary to place the land in substantially the same condition as it was prior to the changing of the grade of the land. Should such order be

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

violated, the special magistrate may impose fines to compensate for damage to on- or off-site environmentally sensitive areas or removal of vegetation.

(e) Site Plan Review Committee approved plans.

(1) Site engineering permit required. Projects with Site Plan Review Committee (SPRC) approval of a plan submittal shall be required to obtain a site engineering permit in order to perform the approved land clearing, demolition, clear and grading, and landscaping & irrigation plan improvements.

(2) Application submittal requirements:

- a. Completed engineering permit application from a licensed contractor;
- b. Submittal of the approved Site Plan Review Committee plan set;
- c. Cost of site work for the approved site plan.
- d. Prior to the issuance of the site engineering permit, the applicant shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

Amendment Item 13

Topic:

Mining and excavation (Section to be deleted in its entirety)

Land Development Code:

Chapter 3, Performance Standards,
Article I, Landscaping,
Section 3-11. – Mining and excavation

Item 13 Summary – Landscape Article – Mining and Excavation (to be deleted)

Land Development Code section:

Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11. - Mining and excavation.

Topic:

Landscape Article – Delete mining and excavation section.

Section summary:

1. Mining and excavation section to be deleted.

Proposed changes:

1. Mining and excavation exist in the REA zoning district as a Special Exception use and within Section 2-57 with conditions of the use established.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11. - Mining and excavation.

Topic: Mining and excavation – section to be deleted in its entirety.

~~Sec. 3-11. – Mining and excavation.~~

~~(a) *Generally.* Mining and excavation shall be subject to the requirements of this section.~~

~~(b) *Prohibition of certain mining activities.*~~

~~(1) The excavation and mining of lands for the primary purpose of transporting material off-site for use elsewhere is permitted only in the REA district; provided, however, that mining and excavation operations determined to be in the public interest, such as public works, roads and utilities, is permitted in all districts, subject to the requirements of subsection (c) of this section.~~

~~(2) Those mining and excavation operations existing at the time of adoption of this Land Development Code may continue subject to such operation continuing in good faith and subject to the condition of any interlocal or legal agreement with the city or other governmental agency.~~

~~(3) Other than in conjunction with an approved development order, mining activities which transport materials off-site may be allowed in the REA district by conditional use permit, provided that the applicant can demonstrate that the primary intent of the excavation is directly related to the beneficial use of the property and all requirements of the REA district and this section are complied with.~~

~~(c) *General standards.*~~

~~(1) Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation and safety standards.~~

~~(2) Prior to the initiation of any mining or excavation activities, a reclamation plan shall be prepared and sealed by a licensed civil engineer and/or landscape architect registered under F.S. ch. 481, part II, and approved by the city.~~

~~a. The plan shall include provisions for revegetation and reclamation.~~

~~b. The plan shall achieve an aesthetically pleasing landscape compatible with adjacent land uses and shall minimize soil erosion by the use of native vegetative buffers. Landscaped buffers shall also be established between the mining activity and adjacent existing and planned future land uses.~~

~~(3) The applicant shall secure all necessary permits from the FDEP and SJRWMD.~~

~~(4) Any mining or excavation activity that requires dewatering shall meet the following criteria:~~

~~a. Submit proof of permitting from SJRWMD.~~

~~b. Applicant to submit a dewatering plan to be reviewed and approved by the city engineer.~~

Note: Strikethrough text is proposed deleted text and underlined text is proposed text

- ~~e. The discharge shall occur from one (1) cell of the project site to another cell.~~
- ~~d. Off site discharge is prohibited.~~
- ~~e. Discharges shall be conducted in a manner that minimizes or avoids disturbances to wetland and water bodies and shall be consistent with article II of this chapter.~~
- ~~f. The use of erosion and sedimentation containment practices is required.~~
- ~~g. Demonstrate that any areas disturbed during the dewatering process will be restored to approximate predevelopment conditions.~~
- ~~(5) Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be stopped until a preliminary assessment can be made to determine the probability of significant archaeological or paleontological assets.~~
- ~~(6) The fire chief may require dry hydrants to be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate means of water supply for fire protection.~~
- ~~(7) There shall be no commercial excavation of minerals within the Tomoka Marsh Aquatic Preserve.~~
- ~~(8) No commercial or industrial mining shall be allowed in prime groundwater recharge areas identified by the SJRWMD or in the watersheds of surface waters used as potable water supplies in order to prevent potentially adverse effects on water quality.~~
- ~~(9) Removal of the confining layer of material separating the upper surficial aquifer from the Floridan Aquifer shall be prohibited in the excavation of borrow pits or any other surface excavations for the purpose of disposal or storage of waste. A buffer shall be established above any confining unit or above the aquifer if a confining unit is not present.~~

Amendment Item 14

Topic:

Site Plan Approval Required;
Thresholds

Land Development Code:

Chapter 4, Plan Review and Subdivision,
Article I, Site plan review procedures,
**Section 4-02. - Site plan approval
required; thresholds**

Item 14 Summary – Site plan approval required; thresholds

Land Development Code section:

Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02. - Site plan approval required; thresholds.

Topic:

Site plan approval required; thresholds.

Section summary:

Section establishes site plan approval requirements and exceptions.

Proposed changes:

1. Spelled out Site Plan Review Committee.
2. Modified land clearing permits to underbrushing.
3. Added site engineering permit as application that implements approved site plans.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02. - Site plan approval required; thresholds.

Topic: Site plan review process.

Sec. 4-02. Site plan approval required; thresholds.

Site plan review and approval by the Site Plan Review Committee (SPRC) is required for all development applications prior to the issuance of a building permit, site development engineering permit (subdivision), grade and fill permit, business tax receipt or other development-related approvals required under this Land Development Code, except for the following:

- (1) Single-family dwellings, when listed as a permitted use under the district regulations.
- (2) Duplex dwellings on existing, conforming subdivision lots of record when such use is listed as a permitted use under the district regulations.
- (3) Business tax receipt for a use permitted within a zoning district, not subject to special exception requirements, and not located on a nonconforming site.
- (4) Business tax receipt for a use designated as subject to conditional use permit approval, provided that it is similar (as defined in section 2-64) to a previously existing use which has not been abandoned for a period of greater than six (6) months, provided that the use will not substantially increase the nonconformity of a nonconforming site.
- (5) Except as otherwise required under chapter 2, article V of this Land Development Code, interior or minor building alterations and site modifications which do not increase the nonconforming status of a nonconforming site, or which do not transform a site which conforms with all current zoning requirements into a nonconforming site.
- (6) Signs that are consistent with the provisions of chapter 3, article IV of this Land Development Code, except that sign type and locations shall be included as part of the site plan review process.
- (7) ~~Land clearing permits~~ Underbrushing (brush mowing) permits under section 3-0910.
- (8) Tree removal permits under section 3-03 ~~issued by the landscape architect~~.
- (9) Accessory uses permitted by the district regulations when such uses are not affected by the requirements of any Overlay or Planned Development District.
- (10) Fences, walls, relandscaping using similar materials, restriping or other minor site changes that do not materially alter the appearance or function of an existing site, increase the nonconforming status of a site, have an adverse impact on public safety or cause a site to become nonconforming.

Amendment Item 15

Topic:

Existing Section – Restriction on
Release of Permits to be amended to
state Site Engineering Permit
Required for Construction

Land Development Code:

Chapter 4, Plan Review and Subdivision,
Article I, Site plan review procedures,
**Section 4-02. - Site plan approval
required; thresholds**

Item 15 Summary – Restriction on release of permits

Land Development Code section:

Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07. - Restriction on release of permits.

Topic:

Restriction on release of permits to be deleted and Site engineering permit required for construction to be added.

Section summary:

Section provides restrictions on the release of permits.

Proposed changes:

Clarifies that a site engineering permit is required to construct improvements related to an approved site plan.

Meeting input:

No specific comments on this section.

Land Development Code Section: Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07. - Restriction on release of permits.

Topic: Modify existing section to detail that a site engineering permit is required.

Sec. 4-07. - ~~Restriction on release of permits~~ Site engineering permit required for construction.

Whenever a site plan approval is required for a development, no development order shall be issued by the ~~chief building official~~ Site Plan Review Committee (SPRC) coordinating liaison and no site development activities, including excavation, clearing or other tree and vegetative removal, shall be allowed prior to final site plan approval, as indicated by the signature endorsement of the SPRC coordinating liaison. Following final approval of a site plan pursuant to procedures established in section 4-05, the applicant may file an application for construction approval ~~as authorized by this article and chapter 1, article II of this Land Development Code, administration and enforcement with a site engineering permit.~~ Site engineering permit applications shall include:

- (a) Completed engineering permit application from a licensed contractor;
- (b) Submittal of the approved Site Plan Review Committee plan set;
- (c) Cost of site work for the approved site plan.
- (d) Prior to the issuance of the site engineering permit, the application shall pay the appropriate fee as required by Section 8-10 of the Code of Ordinances.

ATTACHMENT 2

Correspondence received

From: Tolland, Lori
Sent: Tuesday, November 19, 2024 11:09 AM
To: Shanahan, Joyce
Cc: Spraker, Steven
Subject: Fw: OB landscaping code
Attachments: [OB Landscape Codes 2024A.docx](#)

Is it possible to include this in the packet or on commission desk when the ordinances changes come to the commission? It is a simple explanation that may help if questions arise.
Thanks

Lori Tolland
City Commissioner, Zone 1
Ormond Beach, FL
Mainstreet Representative

(cell) 386-290-3038

From: Leslie Nixon <lesnixon@att.net>
Sent: Sunday, November 17, 2024 8:03 PM
To: Tolland, Lori
Cc: Melissa Lammers
Subject: OB landscaping code

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Lori,

I have attached a document summarizing the 9 principles of FFL and the quote about xeriscaping in Florida. These are on the first page. The second page is a summary of our (local Native Plant/Audubon) position on the

landscaping codes (positive!). Feel free to omit the second page or not, as you see fit.

The plant list is forthcoming. Cara asked for it by Tuesday pm, so it will be done by then.

Thanks for all you do for native plants!
Leslie

Florida-Friendly Landscaping Outlined for the City of Ormond Beach 11/17/24

The 9 Principles (quoted directly from the main FFL website, <https://ffl.ifas.ufl.edu/>)

1. Right Plant, Right Place. *Achieving a healthy, low-maintenance home landscape starts with putting the right plant in the right place. Select plants that match a site's soil, light, water, and climatic conditions.*

2. Water Efficiently. *An efficient irrigation system conserves water and helps to ensure that fertilizer and other pollution doesn't flow into water bodies.*

3. Fertilize Appropriately. *Proper fertilization enhances growth, increases flowering or fruiting, corrects nutritional deficiencies, and enhances the plant's appearance. Improper fertilization can damage plants and the environment.*

4. Mulch. *Mulch helps retain soil moisture, protects plants, and inhibits weed growth. It gives your landscape a neat, uniform appearance and is a great Florida-Friendly choice for hard-to-mow areas and shady spots.*

5. Attract Wildlife. *Select plants with seeds, fruit, foliage, flowers, or berries that provide food. Supply sources of water, such as a rain garden or bird bath.*

6. Manage Yard Pests Responsibly. *To prevent disease and insect outbreaks, select pest-resistant plants and put them in suitable locations. When problems do arise, remove the affected leaves or plant parts, or pick the insects off by hand.*

7. Recycle Yard Waste. *Decomposing organic matter releases nutrients back to the soil in a form that plants can easily use. Using yard waste for composting is a sustainable way of creating organic fertilizer.*

8. Reduce Stormwater Runoff. *Fertilizers, pesticides, debris, and eroded soil carried in stormwater can wreak havoc on our water quality. Florida-Friendly Landscaping™ seeks to retain and use as much of the rainfall and irrigation water that lands on our home landscapes as possible.*

9. Protect the Waterfront. *Florida boasts over 10,000 miles of rivers and streams, about 7,800 lakes, more than 700 freshwater springs, and the U.S.'s second-longest coastline.*

*** Friendly Landscaping does not include xeriscaping. Drought-tolerant is a better term. This is a quote from FFL FAQs, <https://ffl.ifas.ufl.edu/about-ffl/faqs/> .

Is Florida-Friendly Landscaping the same as Xeriscaping?

No, xeriscaping and FFL are very different concepts designed for very different climates. Because Xeriscape was developed for arid climates that receive minimal rainfall, it is inappropriate for our unique Florida climate, which can include extreme wet or dry conditions. Therefore, Florida-Friendly Landscaping™ was designed to emphasize sustainable landscape practices such as adaptable, site-appropriate plants, stormwater filtration, and protection of water quality, as well as water conservation.

We Florida Native Plant Society and Audubon members are not asking or expecting the City of Ormond Beach to plant 100% native plants. Although we feel that Florida's native plants fulfill most FFL principles better than non-natives, we realize that there are some situations where a non-native might be preferred. Overall, we are thrilled about the new requirements for planting Florida natives on government properties in the city.

Leslie Nixon

Melissa Lammers

ATTACHMENT 3

Planning Board meeting
minutes on landscape
update from
November 14, 2024

Mr. Selby responded that the modular home proposed for 136 S. Ridgewood would be built to the exact standards as a block home.

Mr. Jorczak commented that he would be curious to see the home that was built two years ago in the subject area that is on the list of surrounding homes. He added that all homes are not going to look identical and thinks that there should be more flexibility so that it is not a hard no on compatibility questions. He continued that he sees the wisdom in reviewing it and where there might be some room to change. Mr. Scudiero inquired about the percentage of the city's single-family residential in an HOA and Mr. Selby stated that what he is trying to do is in an area where there is not an HOA, where there would be more flexibility.

B. PZ-24-000087, Landscape Article Update, Discussion Item

Ms. Cara Culliver, Landscape Architect, delivered an overview of the landscape code changes that started in August 2024. The draft is on the city website. She continued that in September and October there were meetings with interested parties regarding the changes. Ms. Culliver explained the schedule, today's review, December 12, 2024-back to Planning Board for the LDC amendment, January 21, 2025-for the first reading at the City Commission, and February 4, 2025-for the second reading.

Ms. Culliver highlighted the changes regarding the specimen tree rule, protected and specimen tree mitigation, native requirement, existing developments (new section), and the requirements for canopy roads and the scenic loop and trail. She continued that the specimen rule is rarely met on commercial and multifamily developments. The mitigation of 30 percent will be inline with Volusia County. Mitigating 10 percent of the cross sectional area requirement is minimal for the removal of large specimen/old aged trees. Ms. Culliver added that single-family residential, excludes subdivisions, when there is no practical alternative to the removal of specimen trees, then mitigation shall be provided to compensate for the loss by replacement and planting a tree or trees equivalent to 15 percent of the cross-sectional area of the specimen tree removed.

Ms. Culliver explained that currently in the code there is no native requirement for shrubs and groundcover and City Commission is interested in incorporating that at least 50 percent of all required shrubs and ground covers be a native species, excluding the Greenbelt and Gateway Preservation District, in-line with Volusia County's requirements.

Ms. Culliver reviewed the new section regarding existing development landscaping and how it applies to existing development for non-residential and multifamily properties, and not single-family lots. She explained the proposed changes in that it applies to existing developments that are reviewed by the SPRC, and who apply for a change of use, expand or enlarge their existing structure, and for upgrading nonconforming sites. The betterment plan was explained.

Ms. Culliver stated that it was requested at a meeting to create an Ormond Scenic Loop & Trail Overlay on N. Beach Street and John Anderson Drive. Staff reached out to Volusia County on it, as they are the governing entity to maintain the roadway and explained that the roadways abut single-family zoning. The roadways are identified in Ormond Beach code as canopy roads, which require tree preservation. Ms. Culliver added that it is proposed to add a requirement for new development adjacent to canopy roads, to be required to plant one native shade tree every 50' lineal feet, no closer than ten feet to the right-of-way (ROW).

Ms. Culliver stated that staff received an e-mail from Ms. Leslie Dixon, which was included in the Board packet. Following review, staff will follow up with Ms. Dixon with feedback.

Board Discussion and Questions

Mr. Jorczak referenced the water consumption issue from exactly how much is drawn for development out of the aquifer and asked if there is anything in the overall flora and fauna that do not require any auxiliary watering, and that rely on nature only. He added that the type of plants preferred are plants that require less water to survive. Ms. Culliver replied that all plants whether native or non-native go through an establishment period and need water. Shrubbery needs seven months to establish. It is in the code that 50 percent of the plant material needs to be drought-tolerant with the proposed addition that 50 percent of plant material is required to be native. All of the codes revolve around water conservation.

Audience Comments

Ms. Leslie Dixon, 864 S. Beach Street, stated that she lives on a block where there is an incongruous house being built. She continued that she is a Volusia County Master Gardener, member of the Florida Native Plant Society, and Audubon. She commented that she has missed the landscape meetings but that one of her compatriots have been attending and she has conversed with her and attended today's meeting in her absence. She explained that they are thrilled about the addition of the requirement for native plants into the landscape code. They feel that there is too much emphases on xeric plants or drought-tolerant plants, rather than native plants. Florida is not a xeric environment. The balance talked about regarding a balance between native and xeric plants does not make sense, according to Ms. Dixon. The University of Florida has checked on the recommendations for xeric plantings and in July 2024 said, "in Florida, landscapes that are designed to conserve natural resources are called Florida- friendly landscaping. The Department of Environmental Protection has continued the use of xeriscaping in statutes and adopted Florida-Friendly landscaping."

Ms. Dixon continued, that in 2023 they said, "xeriscaping and Florida-Friendly landscaping are very different concepts designed for very different climates because xeriscape was developed for arid climates, receiving minimal rainfall and is inappropriate for our unique Florida climate, which can include extreme wet or dry conditions."

Ms. Dixon explained that xeric plants are plants that live in the desert and do not need any rain at all, and in Florida are inundated with rain and the xeric plants will have a hard time living in it. Native plants evolved here over millions of years and are used to the drought and rainfall that is in the state.

Ms. Dixon added that there is a lot of emphases in the code on conserving water. The Florida Friendly landscaping is more than conserving water. She referenced from nine principals that they want to reduce chemicals, fertilizer, insecticides, attract wildlife, reduce stormwater runoff, and protect the waterfront. She stated that native plants fulfill the principals more than non-native plants, because they do not need fertilizer and are used to the dry, sandy and fertile soils and do not need as much insecticides, because of the balance that they have with the insects. Ms. Dixon added that they support wildlife because they are the basis of the food web and evolved with

insects and birds over millions of years. A lot of insects depend on native plants to survive, like pollinators. Migrating birds depend on the native berries for replenishment. Ms. Dixon continued that native plants have more extensive root systems and how it helps them absorb runoff and filter water for the waterways.

Ms. Dixon commented that the native plant palate is not as limited as the code conveys, as there are a lot of available native plants suitable for city properties. She concluded that she is not advocating for 100 percent native plants, and just want them to be emphasized more than just drought-tolerant or xeric plants, as it is better for the environment as well as financially, with the citizens enjoying them more.

Chairman Thomas asked what type of plant his aloe plant is. Ms. Dixon replied that it is a xeric plant and non-native. She confirmed it is bad if there are no bugs on it. He added that his flowers are visited by bees and insects. He said if he wanted xeriscaping, that he would live in Arizona. Chairman Thomas expressed that he favors Florida natural plants.

Mr. Jorczak commented that it makes sense with the plants ability to absorb excess moisture in the time periods when we get excess moisture, just as long as they do not put their roots down 80' into the well water.

It was discussed that even with the excess moisture in Florida, cacti survive, but that it is difficult to get rid of Brazilian pepper trees and bamboo.

Mr. Jake Stehr, 751 Lindenwood Circle, commended city staff for doing a great job with the updates to the landscape plan and giving people the option to voice their opinion and have adjusted sections going through the process. He continued that it is a step in the right direction, encouraging 50 percent native plants. Mr. Stehr referenced mitigation in that there will be some unintended consequences to go through in the developing of vacant single-family lots. How mitigation happens is going to increase the cost of development. He stated that it might complicate some of the lots for residents that historically owned the lots, but how it falls in line with what is seen in the County and neighboring cities.

Mr. Steven Buswell, P.E., Parker Mitchenberg and Associates, 1729 Ridgewood Avenue, Holly Hill, stated that he appreciated all Ms. Culliver has done. He inquired about expansion when doing a single-family lot, with a 12' by 10'-expansion, for example, if it is a one-acre-lot with minimal trees on it, what the requirement would be. With the 1 per 1,500-square-feet of lot area, you would need to plant 29 trees, if no trees existed on-site. He elaborated that it is great for the trees, but excessive. Mr. Buswell asked for consideration of it.

Mr. Buswell referenced slide presentation, regarding the plan for a pine tree that is proposed to be a specimen tree at 18" in size, when currently it is 24". He referenced the mitigation calculations aforementioned and the revision to 30 percent and replacing the 18"-pine tree at 30 percent, equating to a \$33.00 per square inch at \$2500 to mitigate the pine tree which was a resource.

Mr. Buswell touched on encroachment into the dripline of trees and taking the dripline of a 20"-oak tree, it would be applying per the code, 1" for every inch of the trunk. He referenced the method that you can calculate a certain amount of impact and if you stay out of it and need to get back to the rear of the site you do not want to remove the tree or pay to mitigate for it if you do not plan to take it out and it will survive.

Mr. Buswell added that Ms. Leslie is into native plants and commented that as a design it is a struggle to meet the criteria. He said he has done one at the Total Comfort site on U.S. Highway 1, where they have went into the 60 percent xeriscape for native plants without a lot of screening. He referenced other projects where the criteria was not applied, such as the WaWa in the front area where there is not a lot of screening, and the Chipotle shopping center plaza.

Mr. Buswell referenced the aloe plants, desert and xeric plants and commented that they are low water demand plants and he commented that they typically like to use viburnum and Indian Hawthorne, which provide screening. He also referenced juniper for groundcover. He stated that he likes the idea of those, but that it decreases the palate. He referenced azaleas and said that they are thought to be native but are not.

Mr. du Moulin commented on the in-depth process.

Mr. Buswell responded that at the end of the day, you want to be proud of something that looks plush and goes against what you think of a drought-tolerant type of issue, but commented that there are plant materials that are xeric and low-water demand. Once they are established, the usage of water is minimal – good for water conservation. He elaborated more on the statistical surveys, permitting and tree surveys, and how it gets passed on to the end-user, and concluded that he will e-mail Ms. Culliver.

Mr. Jorczak asked what the mitigation requirements are in terms of the structure of it and or the compensation if you have to take down specimen trees, the determination and costs, and how the mitigation is mandated with the other shrubbery and trees that have to be planted and financial compensation information.

Ms. Culliver responded that for new construction, there are mitigation forms for protected and specimen trees. She explained the tree chart guidelines. For protected trees when trees land within impervious areas such as driveways, buildings and sidewalks, you get a break. Credit is received for specimen trees saved. If taking out too many specimen trees and have a deficit, mitigation of those trees is required. She explained the process and calculation in that you take the tree number and divide it by two. When trees land in the landscape area, you do not get a break. The calculation determines what has to be mitigated back. She added that if there is a natural area where small 2” to 5.99” trees are being saved, credit is given. If the site cannot hold the trees, they are donated to the tree fund. It is in the best interest to save as many trees as possible.

C. PZ-24-000084, Comprehensive Plan 2045 Update Review

Mr. Steven Spraker, Planning Director, delivered an overview of the elements being discussed today, Coastal Management, Utilities, and Transportation Elements. The next three elements are placed at the dais, Public School Facilities, Housing, and Capital Improvements Elements.

1. Project Schedule

Mr. Spraker stated that they will all be reviewed again when the matrix will be put back into the Comprehensive Plan format and will provide back to the Board.

Planning Board minutes from November 14, 2024

ITEM:

PZ-2024-87

Land Development Code (LDC)
Amendment
Landscape Update

Recommended for Approval (6-0)

D. PZ-2024-87 – Landscaping Update, Land Development Code Amendment

Ms. Cara Culliver, City Landscape Architect, introduced the Land Development Code amendment. She stated that the Land Development Code amendment seeks to update fifteen (15) sections of the Land Development Code relating to landscaping standards. Ms. Culliver detailed the project schedule including two informational meeting discussion items before the Planning Board and Quality of Life Advisory Board.

Ms. Culliver reviewed the key changes of the landscape updates, including:

❑ Section 1-19, Appeal

Text added to allow appeal of decisions or interpretation of the landscape architect to the City Commission.

❑ Section 1-22, Definitions

Definitions modified such a drought-tolerant, exempt trees, and xeric.

❑ Section 3-03, Tree Removal Process

Added Ormond Scenic Loop and Trail under the canopy road section and encourage replacement trees to be placed no further than 10 feet to the right-of-way.

❑ Section 3-04, Tree protection and replacement

Updated tree mitigation based upon current cost of tree replacement. Increased mitigation for removal of specimen trees.

❑ Section 3-05, Landscape and irrigation plan requirements

1. City Commission directive - At least fifty percent (50%) of all required shrubs and ground covers shall be of a native species.
2. 75% native shade trees required.
3. Inserted plant materials list. This list was updated after the November 14, 2024 Planning Board meeting. Ms. Culliver thanked Ms. Nixon and Ms. Lammers for the feedback on native plant material. She stated that it is important to note this list is a guide only and not an all-inclusive list.

❑ Section 3-07, Existing Development Landscaping (new)

Intent of this Section is to bring properties into compliance to the maximum extent practical as determined by the landscape architect when there is change of use, expand, or enlarge their existing structure, and for upgrading nonconforming sites.

❑ Section 3-09, Tree Abuse (new)

This section seeks to establish standards and requirements for enforcement of tree abuse.

❑ Section 3-10, Land Alteration Permits (new)

Defines permitting for (1) grading & filling, (2) under brushing, (3) single-family lots, and (4) Site Plan Review Committee engineering permits.

❑ Section 3-11, Mining and Excavation

Section proposed to be deleted - mining and excavation exist in the REA zoning district as a Special Exception use and within Section 2-57 with conditions of the use established.

❑ Section 4-07, Restriction on Release of Permits

Clarifies that a site engineering permit is required to construct improvements related to an approved site plan.

Board Discussion and Questions

Planning Board members expressed appreciation to Ms. Culliver for the amount of work and detail within the Land Development Code amendments.

Mr. Galloway stated that he noted a lot of large specimen oak trees that fell down and were rotten on the inside of the tree. He asked if a developer were to seek to take down a similar tree would they be charged. Ms. Culliver stated if a tree is diseased or severely declining, there is no charge for mitigation. Mr. Galloway stated that he believed the tree were water oaks. Ms. Culliver stated that there is a maintenance aspect of keeping trees in a healthy state.

Mr. Galloway stated he had a specimen tree next to his house and the insurance company required that the tree be removed. Ms. Culliver stated that trees should not be planted close to structures, as occurred in the 1980s.

Mr. Galloway stated tonight we heard concerns regarding clear cutting. He stated that it was the cities that required minimum finished floor elevations above the floodplain. He stated that one can not add fill around existing trees and expect them to live, so how is that situation handled? Ms. Culliver stated that the Land Development Code contains protective measures for these conditions. She provided an example of installing a low knee wall such as what occurred at the Vystar property on West Granada Boulevard. Mr. Galloway stated he was supportive of the knee-wall concept versus filling the entire lot.

Mr. Galloway stated that when the City wants to take down a specimen tree, that tree is removed. He stated that he has to go through a permit process. He stated that the City should have to live with the same rules as a developer or home owner. Ms. Culliver responded that the City is required to comply to the same Land Development Code and used Cassen Park as a recent example. Mr. Galloway stated that this was prior to Ms. Culliver's time with the City.

Audience Comments

Ms. Leslie Nixon, 864 South Beach Street, expressed her appreciation for Ms. Culliver and her work on the landscape update. She stated that she is a member of the Pawpaw chapter of the Florida native plant society and a master gardener. Ms. Nixon stated she is looking forward to the native plant requirements as properties are being built. She looks forward to additional native plants around town and the birds, butterflies, and bees. Ms. Nixon stated that she is looking forward to seeing less flooding as native plants absorb more water than non-native plants.

Mr. Jake Stehr, 751 Lindenwood Circle, Ormond Beach resident and Landscape Architect with Zev Cohen and Associates, commended Ms. Culliver and the City on their work with the landscape update. He explained that every project does have to go through the same process and the City holds themselves to the same standards.

Board Discussion and Questions

Mr. Jorczak remarked that he is impressed by the documentation received on the update. He stated it is admirable for the City to perform the update to protect the environment. He stated that trees are a valuable resource for the environment. Mr. Jorczak expressed appreciation to Ms. Culliver for the landscape update.

Mr. Railsback stated the updates were excellent.

Mr. du Moulin asked what are the enforcement procedures for landscaping. Ms. Culliver reviewed an example with the Lowe's project where they were performing a site modification. She stated that the site's landscaping had declined and with the site modification, a landscape betterment plan was required to bring the property back to the approved landscape plan requirements. Ms. Culliver stated that this procedure is proposed as part of Section 3-07 of the landscape update. Mr. du Moulin expressed his appreciation of the landscape update.

Mr. Jorczak ask if a project installs landscaping as part of their construction and five or six years down the road a lot of that vegetation dies is there an enforcement mechanism to bring back the landscaping originally approved. Mr. Railsback stated that within the City that code enforcement is reactionary based on a complaint. Mr. Railsback stated that the betterment plan is a mechanism to gain compliance as sites perform improvements. Mr. Jorczak asked what about along the rights-of-way. Mr. Railsback stated that someone would need to complain to code enforcement.

Mr. Galloway referred to the Rivergate shopping center and the lack of landscape maintenance. He inquired to how to gain compliance on sites such as these. Mr. Spraker stated that an individual would need to make a code enforcement compliant to trigger a code enforcement review. He stated that if there was an improvement, such as additional square footage, that could allow the landscape architect to require a betterment plan with the landscape update in Section 3-07.

Mr. Galloway stated that someone has to use their name in order to file a complaint. He asked why can't the City look at sites that are deficient and start code enforcement actions. Mr. Spraker stated that this a policy decision outside the scope of this Land Development Code amendment. He continued that these Land Development Code amendments provide the best opportunity for City staff to bring up sites when an improvement is proposed.

Vice Chair Shull stated she wanted to thank Ms. Nixon for her input in the process and being here tonight. She stated that she learned the difference between xeric and native.

Board Recommendation

Vice Chair Shull entertained a motion.

Mr. Railsback motioned to approve PZ-2024-87 – Landscaping Update, Land Development Code Amendment. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-08

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-19. - APPEALS, CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22. - DEFINITIONS OF TERMS AND WORDS, CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-35. - PRD, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT, SUBSECTION (H) RECREATIONAL FACILITIES, CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73. - GREENBELT AND GATEWAY PRESERVATION DISTRICTS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-03. - TREE REMOVAL PROCESS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-04. - TREE PROTECTION AND REPLACEMENT, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-05. - LANDSCAPE AND IRRIGATION PLAN REQUIREMENTS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-06. - BUFFER AREA REQUIREMENTS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-07. - RESERVED, PROPOSED TO BE AMENDED TO EXISTING DEVELOPMENTS LANDSCAPING, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-08. - MAINTENANCE OF PLANTINGS AND IRRIGATION SYSTEMS/ENFORCEMENT, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-09. - LAND CLEARING TO BE DELETED AND TREE ABUSE SECTION CREATED, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-10. - GRADING AND FILLING TO BE DELETED AND LAND ALTERATION PERMITS SECTION CREATED, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-11. - MINING AND EXCAVATION TO BE DELETED, CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-02. - SITE PLAN APPROVAL REQUIRED; THRESHOLDS, AND CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-07. - RESTRICTION ON RELEASE OF PERMITS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE LANDSCAPING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a request to consider an administrative application to update the landscape standards in the Land Development Code. The following Land Development Code sections are proposed to be amended: (1) Chapter 1, General Administration, Article II, Administration and Enforcement Section 1-19, Appeals, (2) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, (3) Chapter 2, District and General Regulations, Article II, District regulations, Section 2-35, PRD, Planned Residential Development District, subsection (h) Recreational facilities, (4) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts, (5) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-03.-Tree removal process, (6) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-04.-Tree protection and replacement, (7) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-05.-Landscape and irrigation plan requirements, (8) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-06.-Buffer area requirements, (9) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-07.-Reserved, proposed to be amended to Existing Developments Landscaping, (10) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-08.-Maintenance of plantings and irrigation systems/enforcement, (11) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-09.-Land clearing to be deleted and Tree Abuse section created, (12) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-10.-Grading and Filling to be deleted and Land Alteration Permits section created, (13) Chapter 3, Performance Standards, Article I, Landscaping, Section 3-11.-Mining and excavation to be deleted, (14) Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-02.-Site plan approval required; thresholds, and (15) Chapter 4, Plan Review and Subdivision, Article I, Site plan review procedures, Section 4-07.-Restriction on release of permits.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

Businesses are required to install and maintain landscaping on their properties. Failure to maintain existing landscaping can result in a replacement of landscaping material.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is an ordinance regarding the Land Development Code to update landscaping standards.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is an ordinance regarding updating landscaping standards.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

Commercial businesses are required to maintain on-site landscaping. Failure to comply to the adopted landscape plan may require replacement plantings.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

The item was advertised by newspaper advertisements. Information on the application is also on the city's website.