Polk County, Florida
Disaster Debris Management Plan

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ACRONYMS AND DEFINITIONS

44 CFR	Title 44 of the Code of Federal Regulations
C&D	Construction and Demolition
County	Polk County
DMS	Debris Management Site
DSG	Disaster Specific Guidance
ECP	Emergency Conservation Program
ER Program	Emergency Relief Program
EMS	Emergency Medical Services
EWP	Emergency Watershed Protection
FDEM	Florida Division of Emergency Management
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FEMA 325	Debris Management Guide – FEMA Publication 325
FHWA	Federal Highway Administration
FSA	Farm Service Agency
GIS	Geographic Information Systems
GPS	Global Positioning System
Handbook	Applicant Handbook
HHA	Hold Harmless Agreement
HHW	Household Hazardous Waste
NRCS	National Resource Conservation Service
NOAA	National Oceanic and Atmospheric Agency
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PAC	Public Assistance Coordinator
PAO	Public Assistance Officer
PPE	Personal Protective Equipment
Plan	Disaster Debris Management Plan
PW	Project Worksheets
QA/QC	Quality Assurance/Quality Control
RFP	Request for Proposals

ROE	Right-of-Entry
ROW	Right-of-Way
SAIC	Science Applications International Corporation
SHPO	State Historic Preservation Office
Stafford Act	Robert T. Stafford Disaster Relief and Emergency Assistance Act
State	State of Florida
USACE	United States Army Corps of Engineers

Applicant – State agency, local government, or eligible private nonprofit organization that intends to apply for Federal Emergency Management Agency (FEMA) Public Assistance (PA) Grant Program.

Code of Federal Regulations: Title 44 – Emergency Management and Assistance (44 CFR) – Provides procedural requirements for the PA Grant Program operations. These regulations are designed to implement a statute based upon FEMA's interpretation of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). They govern the PA Grant Program and outline program procedures, eligibility and funding.

Construction and Demolition Debris – FEMA Publication 325 defines construction and demolition (C&D) debris as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and components, light fixtures, small consumer appliances, equipment, furnishings and fixtures. Current eligibility criteria include the following:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way (ROW).
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of a major disaster.

Debris Removal Contractor – The debris removal contractor is one or more private companies hired by Polk County (County) through a competitive bidding process. The company is available on a stand-by basis to assist the County in removal and disposal of debris that is a result of a severe debris-generating event.

Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with the numerical identification.

FEMA Publication 321: Public Assistance Policy Digest – This document presents a brief, user-friendly summary of the PA Grant Program and policies.

FEMA Publication 322: Public Assistance Guide – This document provides a general overview of the FEMA PA Grant Program protocol immediately following a disaster. The PA Grant Program provides the basis for the federal/local cost-sharing program. This document specifically describes the entities eligible for reimbursement under the PA Grant Program, the

documentation necessary to ensure reimbursement, and any special considerations that local governments should be aware of to maximize eligible activities.

FEMA Publication 323: Applicant Handbook – The Applicant Handbook is the official "how to" for local governments that are considering applying for reimbursement following a disaster through the PA Grant Program. The Handbook provides the rules, procedures and sample documents that local governments need as an applicant to FEMA. The publication is formatted as a step-by-step guide for each phase of the reimbursement process, and identifies what information is critical to ensure reimbursement.

FEMA Publication 325: Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions can help a local government limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:

- Eliminating immediate threats to lives, public health and safety
- Eliminating immediate threats of significant damage to improved public or private property
- Ensuring the economic recovery of the affected community to the benefit of the community at large

Hanger – A hanger is a hazardous limb that poses significant threat to the public. The following are the current eligibility requirements for leaning trees according to FEMA Publication 325:

- The limb is greater than two inches in diameter.
- The limb is still hanging in a tree and threatening a public-use area.
- The limb is located on improved public property.

Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has 50 percent or more of the root-ball exposed.
- The stump is greater than 24 inches in diameter when measured 24 inches from the ground.
- The stump is located on a public ROW.
- The stump poses an immediate threat to public health and safety.

Household Hazardous Waste – The Resource Conservation and Recovery Act defines hazardous wastes as materials that are ignitable, reactive, toxic, or corrosive. Examples of household hazardous waste (HHW) include items such as paints, cleaners, pesticides, etc. Due to the nature of hazardous waste, certified technicians must be used to handle, capture, recycle, reuse, and dispose of hazardous waste. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster.

Leaner – A tree is considered hazardous and defined as a "leaner" when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground or at chest height. According to FEMA Publication 325, the following are current eligibility requirements for leaning trees:

- The tree has more than 50 percent of the crown damaged or destroyed. (Note: This requires written documentation from an arborist.)
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public-use area.
- The tree is leaning at an angle greater than 30 degrees.

Monitoring Firm – The monitoring firm is one or more private companies hired by the County through a competitive procurement process. The monitoring firm is available on a stand-by basis to monitor the work of the debris removal contractor, ensuring that accurate records are kept and that the debris removal contractor is working within the scope of work contracted by the County to achieve maximum reimbursement from outside funding sources.

Residential Solid Waste Hauler – The residential solid waste hauler is the company that holds the current contract with Polk County to remove and dispose of residential solid waste on a regular basis.

Robert T. Stafford Disaster Relief and Emergency Assistance Act – This act provides the authorization of the PA Grant Program. The fundamental provisions of this act are as follows:

- Assigns FEMA the authority to administer federal disaster assistance
- Defines the extent of coverage and eligibility criteria of the major disaster assistance programs
- Authorizes grants to the states
- Defines the minimum federal cost-sharing levels

Vegetative Debris – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include the following:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of a major disaster.

White Goods – As outlined in FEMA Publication 325, white goods are defined as discarded household appliances, such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only certified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of a major disaster.

Section 1
INTRODUCTION

Background

Polk County (County) is the fourth largest county in Florida, with a land area of 1,798 square miles. As of 2015, the County's population was estimated at 650,092 residents, with a population density of 361 people per square mile of land. Polk County is centrally located in Florida, with 17 incorporated municipalities and towns. Polk County is bordered by Sumter, Pasco, Lake, Orange, Osceola, Okeechobee, Hardee, Highlands, Manatee, and Hillsborough Counties. The County Seat is located in Bartow, Florida. Due to its geographic location, the County is subject to a wide range of natural hazards, including debris-generating events such as hurricanes, tornadoes, and floods.

In 2004, the County weathered the deadliest and most costly Atlantic hurricane season on record. The 2004 hurricane season was so intense that eight named storms were generated in the month of August alone. During this time, the first hurricane to directly affect the County was Hurricane Charley. Hurricane Charley made landfall on August 13 in Port Charlotte and continued to travel northeast across the state, with the eye wall passing four miles west of Lake Wales. Following Hurricane Charley, a series of hurricanes and tropical storms threatened Florida, including Hurricanes Frances and Jeanne, both of which affected the County.

The County responded and successfully managed an expeditious cleanup following the active 2004 hurricane season; however, Hurricane Charley—and subsequent Hurricanes Frances and Jeanne—exposed the County's vulnerability to natural disasters.

Purpose

The purpose of the Polk County Disaster Debris Management Plan (DDMP) is to assist the County in responding to emergency debris removal situations like those encountered following the 2004 hurricane season. Following natural disasters, debris removal and disposal may account for more than 90 percent of the costs incurred by local government; therefore, an efficient and cost-effective debris removal and disposal plan is an essential element of a comprehensive emergency management plan. While the overall debris removal and disposal process is a cooperative effort of the private and public sectors, government clearly plays a lead role. This document describes the framework of the debris removal and disposal plan for Polk County government.

This DDMP provides key information that will help the County coordinate and effectively manage a turnkey debris removal effort should the County be affected by a major debris-generating event. Central to the success of debris removal operations is the understanding of the following elements prior to a debris-generating event:

- The parties involved and their roles and responsibilities with regard to the debris removal operation

- The rules, regulations, and guidelines enacted by the Federal Emergency Management Agency (FEMA) and other agencies governing debris removal
- The process of collecting debris
- The disposal of debris, including where the debris will be staged for reduction and/or hauled to for final disposal

General Approach and Assumptions

This DDMP provides a coordinated response blueprint for the County to assist in expeditiously recovering from a debris-generating event. The approach of this DDMP will include the following:

- An outline of pre-event preparations during times of normalcy
- Direction for operations prior to the impact of a known disaster threat
- Guidance for operations immediately following a disaster
- Demobilizations and close-out guidance following the completion of a debris removal effort

With regard to debris removal efforts, this DDMP assumes the following:

- The recovery and response will be to a National Oceanic and Atmospheric Agency (NOAA) classified major hurricane (for example, Category 3 tropical system or greater) affecting the County. The Saffir-Simpson Scale, provided in table 1-1, details the wind speeds associated with each storm category.
- The County will be operating under the current FEMA Public Assistance (PA) Grant Program guidelines for reimbursement as described in the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). The County should re-evaluate this DDMP if significant changes to the FEMA PA Grant Program occur.
- In the event of a debris-generating incident, the County will activate one or more of its pre-positioned debris removal contractors.
- In the event of a debris-generating incident, the County will activate their pre-positioned monitoring firm, Science Applications International Corporation (SAIC).
- If warranted, the State of Florida (State) will request federal assistance from FEMA.

Table 1-1
Saffir-Simpson Scale

Category	Winds (MPH)	Damage
1	74–95	Minimal – Signs, tree branches and power lines down
2	96–110	Moderate – Larger signs and tree branches blown down
3	111–130	Extensive – Minor damage to buildings; trees uprooted or broken
4	131–155	Extreme – Near total destruction of doors and windows; heavy vegetative loss

Category	Winds (MPH)	Damage
5	>155	Catastrophic – Buildings, roofs, and most structures destroyed

Section 2
DEBRIS FORECASTING

Hazard Analysis

The purpose of a hazard analysis is to assess those hazards that have the potential to cause a low to moderate or moderate to high debris-generating event. Hazards with the potential of generating a significant amount of debris have been assessed for the purposes of the Polk County Disaster Debris Management Plan (DDMP). The table below rates the hazards most likely to impact Polk County by identifying thepotential to generate debris, and the probability of having regional impacts.

Table 2-1
Hazard Analysis

Event	Nature of Debris[1]	Debris Generation Potential	Regional Debris Impact[2]
Hurricane or Tropical Storm	Vegetative, construction materials from damaged or destroyed structures and personal property, and sediment	Moderate to High	Low to Moderate
Tornado	Vegetative, construction materials from damaged or destroyed structures and personal property	High	Low
High Winds	Vegetative, construction materials from damaged or destroyed structures and personal property	Low to Moderate	Low to Moderate
Flood	Sediment, wreckage, personal property, and sometimes hazardous materials deposited on public and private property	Low to Moderate	Low
Human-Caused	Building materials, hazardous substances, concrete, metals, glass, spoiled foods, charred wood, electrical wires, furnishings, appliances, and personal effects	Low to Moderate	Low

[1] FEMA 325
[2] The ability of a particular event to produce debris based upon historical data on each event. High debris generation potential would be an event that generates more than 1,000,000 cubic yards of debris. Medium potential could generate anywhere from 100,000 to one million cubic yards, while low could generate approximately 50,000 to 100,000 cubic yards of debris.

Event	Nature of Debris	Debris Generation Potential	Regional Debris Impact
Wildfire	Vegetative, construction, materials from damaged or destroyed structures and personal property, and animal carcasses	Low to Moderate	Low

Debris Forecast Analysis

Estimating the quantities of debris that may be generated by various natural or human-caused disasters requires complex analysis. There are endless variables (for example, type of event, severity of event, location of event) that can dramatically affect the quantities of debris that may be generated by a disaster, and virtually no model exists that can accurately estimate debris volume. The Debris Forecast Analysis is a resource for the County to use when planning for a debris-generating event; however, its results should be tempered with an understanding that a considerable margin of error exists.

Low to Medium Volume Debris Event

The low to medium volume debris event is a frequently occurring event. Characteristics of low to medium volume debris events include but are not limited to the following:

- Result of flooding, severe storm or high winds (between 75 and 95 miles per hour) in portions of or throughout the entire County
- May not immediately receive a presidential disaster declaration for Category A – Debris Removal
- Minimum to no impact on critical resources and infrastructure
- Debris management sites (DMS) likely will not be operational
- Debris composition is primarily vegetative, with some construction and demolition (C&D) debris
- Debris generation may range between 25,000 and 35,000 cubic yards (CY) or approximately 6,000 to 7,000 tons

High Volume Debris Event

Characteristics of high volume debris events include but are not limited to the following:

- Result of severe flooding, severe storms (96 miles per hour and above), or human-caused event
- Immediately receives a presidential disaster declaration for Category A – Debris Removal
- Significant impacts to public services, including electricity, water, communications, and roadways
- DMS will be operational

- Debris composition may include vegetative, C&D, mixed debris, household hazardous waste (HHW), putrescent debris, vessels, and vehicles
- Debris generation exceeds 35,000 CY and may reach several hundred thousand or even millions of CY

Historical Data

When considering the quantities of debris that could be generated by a disaster that significantly affects structures, it is important to review relevant statistics from events of the recent past. Research conducted on several events over the past 20 years provides guidance on estimating the effect a disaster could have on Polk County. Table 2-2 provides an overview of several events and the estimated debris quantities or damages inflicted by each.

Table 2-2
Historical Disaster Data

Location	Disaster	Estimated Population[3]	Impact/Debris Quantities
Polk County, FL	1979 Tornado	484,000	Approximate damages between $5 million and $50 million
San Francisco, CA	1989 Loma Prieta Earthquake	776,000	414 single family homes destroyed 18,000 single family homes damaged
Polk County, FL	1995 Hurricane Erin	484,000	Estimated $2 million in property damages
New York, NY	2001 World Trade Center	8,000,000	1.46 million tons C&D debris
Osceola County, FL	2004 Hurricane Charley	484,000	1.14 million CY vegetative debris 98,000 CY C&D debris
Escambia County, FL	2004 Hurricane Ivan	295,000	6 million CY vegetative debris 1 million CY C&D debris
Lake County, FL	2007 Groundhog Day Tornadoes	211,000	118,000 CY vegetative debris 30,000 CY C&D debris
Hidalgo County, TX	2008 Hurricane Dolly	569,000	450,000 CY vegetative debris 44,000 CY mixed debris 170 CY C&D debris
Fort Bend, TX	2008 Hurricane Ike	532,000	508,850 CY vegetative debris 15,359 CY C&D debris

Although a destructive earthquake or terrorism event is unlikely in the County, the effects of these events are so devastating that such catastrophes should be considered to ensure an all-hazards approach to debris management planning.

[3] Estimated population figures are based on available data at the time of the listed disaster event through the U.S. Census Bureau, 2000.

Debris Forecast Formula

To develop an estimated quantity of debris that would result from a high volume debris event, a per-household calculation can be applied to the number of households in the County. The forecasted amount of residential debris in Polk County is based on the following formula for a totally destroyed household, as described in section 6 of the FEMA 325[4]:

L' x W' x S x 20% x VCM =___ CY of debris

- L = Length of building in feet
- W = Width of the building in feet
- S = Height of building expressed in stories
- 20% = Reduction factor due to airspace in a single-family home
- VCM = Vegetative Cover Multiplier[5]

An estimate of a one-story, single-family home that is approximately 2,000 square feet (40 feet by 50 feet) is used for this calculation. The following formula is used to derive the estimated amount of debris for a totally destroyed household:

40' x 50' x 1 x 0.20 x 1.3 = 520 CY of debris

Based on the formula listed above, following an event, structural debris cubic yardage for the County can be estimated by multiplying the potential number of homes affected by the percentage of household destruction.

520 x 0.25 x 250 = 32,500 CY

- 520 = CY of total home destruction
- 0.25 = Percentage of structural damage
- 250 = Homes affected

For the purposes of generating debris estimates for this DDMP, we have assumed that the high volume debris event would be a major hurricane affecting the region. A hurricane event has the greatest opportunity to generate debris and affect the County, and therefore will act as the basis for the high volume debris estimate.

Calculation

A combination of relevant historical data and debris forecast calculations was used to develop the debris forecast in the high volume debris event. Based on the United States Army Corps of Engineers (USACE) Debris Estimating Model, a Category 3 hurricane—particularly a storm affecting the County from the Gulf of Mexico—could generate approximately 7,500,000 CY of debris. Table 2-3 below contains a breakdown of the debris estimate in CY for each category of hurricanes and the respective DMS acreage needed to support debris removal operations. The guidance that follows applies to all hurricane categories.

[4] July 2007 version
[5] Medium vegetative cover multiplier is assumed.

Table 2-3
Debris Volume and Debris Management Sites Acreage Requirement by Category

Storm Strength	Cubic Yards of Debris	Acreage
Category 1	580,000	29.84
Category 2	2,330,000	119.87
Category 3	7,560,000	388.93
Category 4	14,540,000	748.03
Category 5	23,260,000	1,196.64

Detailed debris estimate models have been developed based on the current number of households in the County to determine the amount of vegetative and C&D debris. The debris estimate models were developed for each of the five storm categories. This information is located in annex C.

Section 3
ROLES AND RESPONSIBILITIES

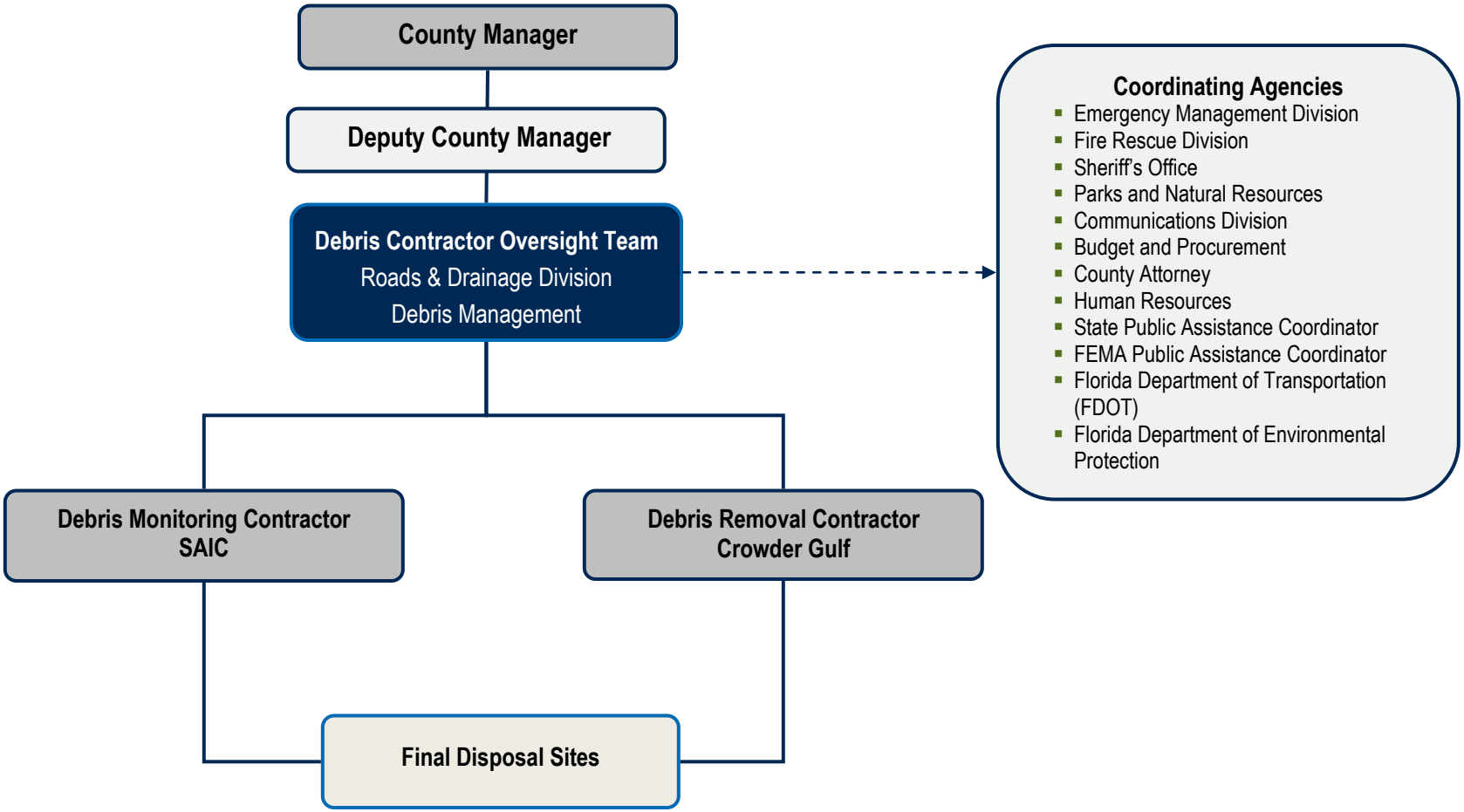
To prevent the duplication of effort following a disaster, the roles and responsibilities of Polk County (County) divisions as related to debris removal and management must be clearly defined prior to a disaster. The purpose of this section is to outline the roles and responsibilities various County divisions will undertake prior to, during, and after a debris removal operation. A proposed organizational chart of related divisions and external entities has also been included below as figure 3-1. The purpose of this organizational chart is to further clarify roles and facilitate communication following a disaster.

Debris removal and disposal is the responsibility of the County's Roads & Drainage Division. This activity is a joint effort with the Roadway Maintenance Section and Waste Resource Management Division, with assistance from other divisions and departments as necessary.

The Deputy County Manager oversees debris removal and disposal on behalf of the County Manager. The Transportation Director has direct managerial responsibility for coordinating the project and keeping the County Manager's Office and other appropriate divisions informed of relevant issues. The Roadway Maintenance Section Director is responsible for debris removal field operations, while the Waste Resource Management Division Director is responsible for ensuring efficient debris disposal in compliance with all federal and State of Florida (State) regulations.

Other staff members will be assigned to debris removal and disposal as needed by the management team.

Figure 3-1
Debris Management Organizational Chart[6]



[6] See Appendix V for County Organizational Chart

Lead Agencies

The primary County entity responsible for leading and overseeing debris removal and management operations is the Roads & Drainage Division. The division's unique role in managing the debris cleanup process is summarized below.

County Manager

The County Manager is responsible for the day-to-day management of the County and all the divisions under the County Commission. The County Manager will receive reports from key County personnel prior to and immediately following a debris-generating event and as needed throughout the recovery process.

Roads & Drainage Division

Following a disaster, the Roads & Drainage Division will be the lead agency responsible for coordinating debris removal operations. The responsibilities for debris management have been tasked to appropriate sections within the Roads & Drainage Division as follows:

Director of Roads & Drainage Division

- Has direct managerial responsibility for coordinating the project and keeping the County Manager's Office and other appropriate divisions informed of relevant issues. He or she interacts with the assigned representatives of the Federal Emergency Management Agency (FEMA), Florida Department of Transportation (FDOT), and Florida Division of Emergency Management (FDEM), and consults with the County's debris removal contractor to ensure that debris removal and disposal activities are completed in a manner to maximize reimbursement from federal and State agencies.
- Act as the County's representative in discussions and meetings with external agencies (for example, utility companies and neighboring jurisdictions).
- Coordinate with FEMA and Budget and Procurement in the development of project worksheets (PWs).
- Ensure that one or more competitively procured contracts are available to immediately procure the services of a debris removal contractor(s) and a debris removal monitor to issue a task order and Notice to Proceed.
- Develop a strategy to ensure that the major County collector roads are passable for emergency response vehicles as soon as possible.
- Determine the number and location of debris management sites (DMS) to facilitate debris removal that will be used in a particular operation, based on the severity of the natural disaster and the areas of the County impacted by the natural disaster. It must also be determined which are to be designated for chipping and which are to be designated for burning operations.

- Formulate a strategy with the debris removal contractor to identify potential areas or debris types that will be directly hauled to landfills versus those hauled to DMS. For DMS that contain ground debris, a strategy to dispose of the debris must be determined.
- Provide the Communications Division with information on debris removal operations

Roadway Maintenance Section

The Roadway Maintenance Section under the Roads & Drainage Division will be responsible for debris removal field operations. Staff should assume responsibility for all roads, except those handled by FDOT.

- Facilitate the pre-season debris kickoff meeting.
- Coordinate with designated County divisions (for example, Sheriff's Office, Parks and Natural Resources Division, Waste Resource Management Division) prior to and following an event.
- Coordinate with the Fire Rescue Division to identify emergency priority roads.
- Conduct windshield impact assessments of disaster related debris (non-structural).
- Activate monitoring firm and debris removal contractors.
- Assist in emergency roadway clearing activities following an event.
- Coordinate with contractors regarding debris monitoring, removal, and disposal services.
- Coordinate with FDOT regarding debris removal from state and federal highways.
- Coordinate and facilitate daily debris management meetings during the response and recovery phases of a debris-generating event.

Survey and Mapping Section, Asset Management

The Survey and Mapping Section under the Roads & Drainage Division will be responsible for the maintenance of asset inventory and GIS data.

- Maintain County centerline data.
- Maintain road inventory, as well as pipes, signals, curbs, and sidewalks.
- Monitor current conditions of maintained inventories.
- Provide situation reports and infrastructure damage assessment data to the Roads & Drainage Division, Roadway Maintenance Section, and Emergency Management Bureau.

Waste Resource Management Division

The Waste Resource Management Division will lead logistical operations regarding debris disposal operations prior to and following a disaster.

- Report to the Deputy County Manager the CY of disposal space available in each of the County's three landfills for vegetative and C&D debris disposal by May 31 of each year.

- Responsible for ensuring efficient debris disposal that complies with all federal and State regulations, in addition to ensuring the identified sites have been approved by the appropriate federal and State agencies.
- Coordinate with the Florida Department of Environmental Protection (FDEP) to ensure the necessary permits are in place to haul debris to the County's landfills.
- Coordinate with the residential hauler to ensure that normal pickup of yard trash continues and complements the activities of the debris removal contractor.
- Determine strategy to dispose of the chipped debris located in the DMS. Some options may not materialize until after the event; however, priority should be given to using the chipped debris for energy generation. A cost-benefit analysis of available options should be completed in conjunction with the County's Budget and Procurement Division before a strategy is finalized.

Interdepartmental Coordination

With the Roads & Drainage Division acting as the lead agency in the cleanup effort, additional County divisions will have specific duties to assist in the recovery effort. An account of the primary roles and responsibilities for each division is summarized below.

Emergency Management Bureau

The Emergency Management Bureau will support the Roads & Drainage Division with debris removal operations by participating in planning meetings prior to an event. The Emergency Management Bureau will also participate in the pre-season kickoff meeting and will provide assistance during the FEMA Public Assistance (PA) Grant Program process. The Emergency Management Bureau will coordinate with the Communications Division to disseminate any critical information regarding debris removal operations.

County Attorney

The County Attorney is responsible for ensuring the legality of all debris removal activities. Specifically, the County Attorney should review all contracts (for example, Right-of-Entry [ROE], Hold Harmless, Subrogation of Insurance), including any contracts for the use of private land for TDSR sites. The County Attorney will also provide assistance with the FEMA PA Grant Program and invoice reconciliation when necessary.

Clerk of the Courts

Polk County's Clerk of Courts is the Chief Financial Officer for the County and serves as the County Comptroller and Treasurer. As Clerk to the Board of County Commissioners, the office maintains all records pertaining to official County activities. This includes minutes of the County Commission Board meetings, copies of ordinances and all other official County documents. As Accountant and Auditor to the Board, the Clerk of the Courts is charged with keeping records and making required reports of all monies received and disbursed by the Board. The Clerk of the Courts is also responsible for investing surplus county funds. During a debris-generating event,

the Accounts Payable Division within the office of the Clerk of the Courts will be tasked with making the payments to the County's debris removal contractor.

Growth Management Division

The Growth Management Division is responsible for ensuring safe and orderly growth and development of the County through implementation of the County's Comprehensive Plan and through the enforcement of relevant land development regulations and construction codes. The Comprehensive Plan, which is mandated by State law, is a 20-year plan that establishes future land uses for the unincorporated portion of the County and includes policies for various development issues, such as housing, recreation and open space, transportation, water and sewer, drainage, natural resources, etc. They are also responsible for the following divisions: Building, Land Development, and Long-Range Planning.

Budget and Procurement

Budget and Procurement prepares the County's budget and the five-year Community Investment Program and monitors financial trends and expenditures for the Board of County Commissioners to ensure the effective and efficient use of county resources. Along with the Comptroller, Budget and Procurement will be responsible for coordinating with FEMA and the County's contractors regarding PW development.

Budget and Procurement also coordinates with the Roads & Drainage Division during the contractor request for proposal (RFP) process. To ensure future RFPs abide by all local and State requirements, Budget and Procurement should take the lead role in the development of all forms and standard language, advertisement and notification to prospective contractors, pre-bid meetings, and contract negotiations. Budget and Procurement will also generate contractor purchase orders and contract amendments as necessary throughout the cleanup and restoration process. Budget and Procurement will coordinate with the Director of the Roads & Drainage Division to issue a Notice to Proceed for contractors to begin debris removal operations. Budget and Procurement will also provide assistance during invoice reconciliation and the FEMA PA Grant Program process.

Building Division

The Polk County Building Division permits and inspects new construction, remodeling, additions, repairs, mobile home set ups, signs and other structures. They also issue contractor licenses and investigate complaints against licensed contractors. Following a significant debris-generating event, the Building Division will perform an assessment of significantly damaged areas and estimate the potential cubic yardage of structural debris using the debris forecast formula in Section 2 of this DDMP.

Fire Rescue Division

As outlined in their mission statement, the Fire Rescue Division has several areas of responsibility, including fire suppression, fire prevention and education, basic life support, and hazardous incident mitigation.

The Fire Rescue Division responds to all 9-1-1 emergency medical calls and provides the only paramedic ambulance service within Polk County. They develop, manage, and deliver efficient and effective pre-hospital treatment and transportation, as outlined in their mission statement. They are also the lead agency in the coordination of the countywide Paramedic Response Vehicle Program for the County Fire Services Division and City Fire Departments.

Specifically for debris operations, the Fire Rescue Division will respond to any fires at DMS in the County. The Fire Rescue Division will coordinate with the Roadway Maintenance Section to identify roads that require debris removal to clear emergency priority roads.

County Commissioners

The Board of County Commissioners is the governing body of Polk County and is responsible for all legislative or governing activities of the County. The approval or signature of the Board of County Commissioners will be required for various documents throughout the debris removal operation.

Parks and Natural Resources Division

The Parks and Natural Resources Division is responsible for all County parks and facilities. Following a debris-generating event, the Parks and Natural Resources Division will oversee all debris removal activities within County parks. In the event that additional DMS are required, County parks may need to be utilized as DMS overflow.

Sheriff's Office

The Polk County Sheriff's Office is responsible for preserving the peace and enforcing the law within the County limits. Throughout the debris removal operation, the Sheriff's Office may be asked to coordinate with the Communications Division for media releases and information dissemination. The Sheriff's office may also be tasked with providing traffic control and security services at DMS and citizen drop-off sites.

Communications Division

Regular coordination with the County's Communications Division is essential. Immediately after the event, using appropriate means, the Communications Division will disseminate information to the public to set reasonable preparations and expectations for debris removal, temporary drop-off sites, and special operations at landfills.

Human Resources Division

The Human Resources Division provides personnel support for the County work force, including compensation and benefits, volunteer services, employment services (for example, recruitment, placement, wage/classification, and related matters), and employee relations. The Human Resources Division will coordinate with support divisions to determine force account requirements and staffing needs for debris management. They will also coordinate with Budget and Procurement to determine staffing needs for the FEMA PA Grant Program.

Utilities Service Providers

In the event of a debris-generating event, the County will coordinate with relevant utilities service providers to assess damages to utility infrastructure and identify priority areas of repair. The County, in conjunction with the County's monitoring firm, will also identify the location of any utility poles or equipment that may become an imminent threat to emergency vehicles or debris removal crews.

Municipalities

Of the17 incorporated municipalities within the County, 16 have signed an interlocal agreement with the County for debris removal and monitoring services: Auburndale, Bartow, Davenport, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Highland Park, Hillcrest Heights, Lake Alfred, Lake Hamilton, Lake Wales, Mulberry, Polk City, and Winter Haven. The municipalities participating in the interlocal agreement with the County will be responsible for notifying the County of their estimated debris volume and contractor resources required. **Municipal staff will assume responsibility for prioritizing and coordinating day-to-day debris removal operations within their municipal boundaries with the debris removal contractor and monitoring firm. The municipalities will be responsible for reimbursing the County for incurred costs that are not reimbursed through FEMA PA Grant Program.**

Table 3-1
County Divisions' Roles and Responsibilities

Division	Primary Roles/Responsibilities
Lead Agencies	
County Manager	■ Responsible for the day-to-day management of the County and all divisions under the County Commission ■ Will request reports from key County personnel prior to and following a debris-generating event, and as needed thereafter
Director of Roads & Drainage Division	■ Directs managerial responsibilities to coordinate the project and keep all appropriate divisions informed of relevant issues ■ Coordinates with Budget and Procurement for the services of the contractor and monitoring firm and to issue a task order and notice to proceed ■ Acts as the County's representative in discussions and meetings with external agencies (for example, utility companies, neighboring jurisdictions) ■ Communicates and meets with various State and federal agencies (for example, FEMA, the FDEM, and FDOT) as well as the contractor to ensure maximum reimbursement ■ Coordinates with FEMA and Budget and Procurement in the development of PWs ■ Provides the County Communications Division with information on debris removal operations ■ Develops a strategy to ensure that major County collector roads

Division	Primary Roles/Responsibilities
	are passable for emergency response vehicles ■ Determines number and location of sites to facilitate debris removal that will be used. Also determines which are for chipping and which are for burning ■ Formulates a strategy with the contractor to identify the areas that will be directly hauled to landfills and those going to DMS; strategy of disposal must also be determined
Roadway Maintenance Section	■ Will be responsible for debris removal field operations; staff should assume responsibility for all roads, except those handled by FDOT ■ Conducts windshield impact assessments of disaster related debris (non-structural) ■ Coordinates with Waste Resource Management and Fire Rescue Division to identify emergency priority roads ■ Coordinates with FDOT on debris removal from federal and state highways ■ Facilitates the pre-season debris kickoff meeting ■ Coordinates with designated County divisions (for example, Sheriff's Office and Waste Resource Management Division) prior to and following an event ■ Activates monitoring firm and debris removal contractors ■ Assists in emergency roadway clearing activities following an event ■ Coordinates with contractors regarding debris monitoring, removal, and disposal services ■ Coordinates and facilitates daily debris management meetings during the response and recovery phases of a debris-generating event
Survey and Mapping Section, Asset Management	■ Maintain County centerline data. ■ Maintain road inventory, as well as pipes, signals, curbs, and sidewalks. ■ Monitor current conditions of maintained inventories. ■ Provide situation reports and infrastructure damage assessment data to the Roads & Drainage Division, Roadway Maintenance Section, and Emergency Management Bureau.
Waste Resource Management Division	■ Will report to the Deputy County Manager the CY of disposal space available in each landfill by May 31st of each year, ■ Ensures efficient debris disposal is compliant with regulations and that sites have been approved ■ Coordinates with FDEP to ensure necessary permits are in place for landfills ■ Coordinates with the residential hauler to ensure normal pickup of yard trash and complements debris removal contractor activities ■ Determines the strategy to dispose of chipped debris located in DMS
Interdepartmental Coordination	

Division	Primary Roles/Responsibilities
Emergency Management Bureau	■ Supports the Roads & Drainage Division with debris removal operations by participating in planning meetings prior to a debris-generating event ■ Participates in the pre-season kickoff meeting ■ Provides assistance during the FEMA PA Grant Program process ■ Coordinates with the Communications Division to disseminate any critical information regarding debris removal operations
County Attorney	■ Responsible for ensuring the legality of all debris removal activities
Clerk of the Court	■ Responsible for payments to the County's debris removal contractor
Growth Management Division	■ Provides land use guidance to the Roads & Drainage Division
Budget and Procurement	■ Coordinates with FEMA, FDEM, and Waste Resource Management to develop PWs. ■ Ensures procurement of debris removal services and contracts abide by all local and State requirements ■ Generates purchase orders and contract amendments as necessary
Building Division	■ Responsible for performing an assessment of significantly damaged areas and estimating the potential CY of structural debris using the debris forecast formula
Fire Rescue Division	■ Coordinates with Roadway Maintenance to determine emergency priority roads in need of debris removal ■ Will respond to any fires at DMS in the County
Board of County Commissioners	■ Responsible for providing signature authority of contracts when necessary
Parks and Natural Resources	■ Oversees debris removal from County parks
Sheriff's Office	■ Coordinates with the Waste Resource Management Division to provide security at the citizen drop-off sites and DMS ■ Coordinates with the Roads & Drainage Division to provide traffic control at the DMS ■ Coordinates with the Communications Division for media releases and information dissemination
Communications Division	■ Coordinates with the Emergency Management Bureau to disseminate critical information regarding debris removal operations ■ Informs the public of citizen drop-off site locations, directions and procedures
Human Resources	■ Coordinates with support divisions to determine force account requirements and staffing needs for debris management ■ Coordinates with the Procurement Division to determine staffing needs for the PA Grant Program

Division	Primary Roles/Responsibilities
Utilities Service Providers	■ Assesses damage to utility provider's assets ■ County will coordinate with appropriate personnel as needed
Municipalities	■ Reimburses the County for incurred costs that are not reimbursed by the FEMA PA Grant Program ■ Provides assessments of damage in their municipality ■ Assumes responsibility to prioritize and coordinate day-to-day debris removal activities within municipal boundaries

Other Agencies

Following a disaster, federal, local, and other external agencies will have some level of involvement in the County's debris removal and management efforts. Table 3-2 summarizes the roles and responsibilities of outside agencies during the debris removal process. Representatives from these groups should be contacted annually so that the County is aware of any changes as they relate to debris removal. Additionally, in the event of a disaster, some or all of the agencies listed below may require weekly or biweekly meetings to be held to update the agencies on the progress of debris cleanup.

Federal Emergency Management Agency

Representatives from FEMA will be on-site during the response and recovery phases of the debris management cycle. FEMA staff will provide guidance to the County regarding debris eligibility and the FEMA reimbursement process. FEMA's primary role will be in the development of PWs for the County's debris cleanup operations. In addition, staff will be on-site to oversee any ROE private property cleanup, should this be declared in the County.

Florida Department of Transportation

FDOT is responsible for emergency road clearing activities immediately after a natural disaster debris removal on all State and federal roads within the County. The Roadway Maintenance Section will work with representatives from FDOT District 1 during both the planning process and response and recovery activities.

Florida Department of Environmental Protection

FDEP representatives will be involved in all phases of DMS selection, closure, and environmental input. FDEP approval is required for all DMS locations. Parks and Natural Resources may notify FDEP regarding potential DMS to obtain pre-approval for the use of these sites in the event of a hurricane or other debris-generating event.

Florida Division of Emergency Management

FDEM will serve as a liaison between the County and FEMA during the debris management process. A Public Assistance Coordinator (PAC) will be available following a disaster to assist

with the development and reimbursement of PWs. FDEM will also provide guidance to the County during all phases of debris removal operations.

Florida Department of Agriculture and Consumer Services – Division of Forestry

The Florida Department of Agriculture and Consumer Services (DACS) Division of Forestry (DOF) is responsible for issuing burn permits at TDSR sites. In accordance with local, State and federal regulations, burning of vegetative debris by open burning or air curtain incinerator must be permitted by DOF daily. The district DOF office for Polk County is located at:

Florida Division of Forestry
5745 South Florida Avenue
Lakeland, FL 33813
Phone: 863-648-3160

State Historic Preservation Office

The purpose of the State Historic Preservation Office (SHPO) includes surveying and recognizing historical properties and reviewing nominations for properties to be included in the National Register of Historic Places. The SHPO should be consulted in the event that a County debris removal operation, recovery effort or demolition program may alter the integrity of previously undisturbed ground or structures of historical significance.

Natural Resources Conservation Service

The Natural Resources Conservation Service (NRCS) through the Emergency Watershed Protection (EWP) program provides assistance in debris cleanup for runoff retardation or soil erosion prevention that causes impairment in watershed and is an imminent threat to life or property. The Roads & Drainage Division will coordinate with NRCS to determine if debris removal from watersheds is reimbursable through the EWP program.

Farm Service Agency

Funded through congressional supplemental appropriations, the Farm Service Agency (FSA) Emergency Conservation Program (ECP) provides emergency assistance for debris removal from privately owned land following a natural disaster. The damage must be so costly that federal assistance is or will be required to return the land to productive agricultural use, or to provide emergency water for livestock. The ECP provides emergency cost share funding (up to 75 percent federal share) and technical assistance for farmers and ranchers to remove debris other than animal carcasses. The Roads & Drainage Division will coordinate with the FSA to determine if removal and disposal of animal carcasses is reimbursable through the ECP program.

Animal, Plant and Health Inspection Service

The Animal, Plant and Health Inspection Service (APHIS) has two programs under which it can provide debris removal assistance: the Veterinary Services (VS) program authorized by the

Animal Health Protection Act, which provides for the removal and burial of diseased animal carcasses, and the Plant Protection and Quarantine (PPQ) program authorized by Plant Protection Act. This program manages issues related to the health of plant resources. The primary objective is to relate and monitor to reduce the risk of introduction of invasive species, including planning and surveillance, quick detection, containment, and eradication. Both public and private lands are eligible under these programs to manage animal and plant health by collecting and providing information, conducting or supporting treatments, providing technical assistance for planning, and program implementation. The Roads & Drainage Division will coordinate with the APHIS to determine if removal and disposal of diseased animals and plants is reimbursable through these programs.

United States Army Corps of Engineers

The United States Army Corps of Engineers (USACE) is authorized to assist with debris removal operations by the following:

- Flood Control and Coastal Emergencies will provide assistance for debris removal from flood control works
- The Roads & Drainage Division will work with USACE to provide assistance with debris removal through these programs

Table 3-2
Other Agencies' Roles and Responsibilities Table

Agency	Primary Roles/Responsibilities
Federal Emergency Management Agency	■ Provides assistance to eligible applicants in debris removal efforts from public and private property following a presidential disaster declaration
Florida Department of Transportation	■ Maintains road clearance responsibility for all State and federal roads
Florida Department of Environmental Protection	■ Approves the use of land as TDSR sites ■ Assists in closure of TDSR sites and verifies remediation of land to original state
Florida Division of Emergency Management	■ Attends project kickoff meeting ■ Provides guidance during debris removal operations ■ Works as a liaison between the County and FEMA during the reimbursement process
Florida Department of Agriculture and Consumer Services – Division of Forestry	■ Issues daily burn permits for TDSR sites
State Historic Preservation Office	■ Surveys, reviews and recognizes properties of historical significance
Natural Resource Conservation Service	■ Provides assistance in debris cleanup for runoff retardation or soil erosion prevention that causes an impairment in watershed and is an imminent threat to life or property

Agency	Primary Roles/Responsibilities
Farm Service Agency	■ Provides funding for the removal and disposal of animal carcasses ■ Provides technical assistance with the removal and disposal of animal carcasses
Animal Plant and Health Inspection Services	■ Provides assistance through the VS program and the PPQ program to dispose of diseased plants and animals
United State Army Corps of Engineers	■ Coordinates with the Roads & Drainage Division to provide assistance with debris removal operations

A complete checklist of debris management roles and responsibilities is located in annex L.

Section 4
ACTION PLAN

This section provides guidance required for all phases of a debris-generating event. For the purposes of the Polk County Disaster Debris Management Plan (DDMP), the following four phases are discussed: normal operations, pre-event preparation, post-event response, and post-event recovery.

Normal Operations

Normal operations is the period of time when the County is not in any serious threat of a disaster. For Polk County, that is typically the non-hurricane season from December 1 through May 31. However, the County may experience debris-generating events (such as tornadoes) throughout the year.

The normal operations phase is the ideal time for the County to establish and/or review pre-positioned contracts with its monitoring firm and debris removal contractors, identify and secure pre-approval from Florida Department of Environmental Protection (FDEP) for locations to serve as debris management sites (DMS), and review current local ordinances and the historical impact on debris removal operations. The normal operations period is also the ideal time for the Roads & Drainage Division and other County divisions involved in debris removal efforts to re-evaluate the roles and responsibilities of each County division and other involved outside agencies. This period is also critical for updating municipalities within the County regarding their responsibilities following a debris-generating event. The primary objective of this evaluation is to ensure that all impacted divisions, municipalities, and external agencies maintain the capacity to fulfill their obligations in a timely and effective manner should a disaster strike. Once roles and responsibilities have been re-evaluated, a review and update of the DDMP should be conducted annually, prior to the hurricane season. Also prior to hurricane season, a pre-season kickoff meeting should be held with the County, municipalities, their pre-positioned monitoring firm and debris removal contractors.

Pre-Season Kickoff Meeting

The Roads & Drainage Division will facilitate a pre-season kickoff meeting to ensure agency personnel are aware of their responsibilities during a disaster specifically related to debris removal operations. The meeting will also serve as a brief refresher course in the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Grant Program. It is critical for Polk County to review current federal guidelines regarding reimbursement for disaster-related costs. Each year the program is updated with new regulations and specifications for documentation and eligibility.

Update Contact Lists

Key personnel contact information should be updated and tested regularly. This information is located in table 4-1 below. The Roadway Maintenance Section will maintain and update this list as appropriate.

Evaluate Debris Management Sites

Locations identified to serve as DMS following a debris-generating event should be re-evaluated annually to ensure they remain viable candidates for DMS operations. Likewise, additional DMS may be identified as the development and landscape of the County progresses over time. The County can obtain pre-approval for DMS through the FDEP. See annex D for the County's DMS report.

Debris removal contractors may use DMS not pre-identified by the County. In the event that the contractor uses any site not pre-approved by the County, the contractor must complete the debris management site checklist located in annex O, and subsequently submit it to the Waste Resource Management Division.

The County should also consider citizen drop-off sites when evaluating the DMS. Citizen drop-off sites will require fencing or gating on or near the DMS. The drop-off site will also require night security.

Review Road List and Road Maps

Changes or updates relating to road segments and applicable maintenance responsibility among local, state, and federal agencies are critical for reimbursement through the FEMA PA Grant Program. It is critical that the County reviews and updates road lists and maps annually. Additionally, the County should identify and annually update private road segments within their jurisdiction.

Updated and accurate road lists and maps will assist in documenting debris removal operations and thereby assist the County during the reimbursement process. The County should coordinate with Florida Department of Transportation (FDOT) regarding their road inventory report. Statewide federal highway maps are available at the following link:

ftp://ftp.dot.state.fl.us/fdot/co/planning/transtat/gis/federal_aid_maps

A complete list of federal aid roads is available at the following link:

http://www.dot.state.fl.us/planning/statistics/fedaid/fedaidrpt.xls

Establish and Maintain Pre-Positioned Contracts

During times of normalcy, the County should establish and maintain pre-positioned contracts for debris monitoring and debris removal services. The procurement of such services should be compliant with County procurement practices (see annex I for the County's procurement manual) and the procurement competition requirements specified in the Code of Federal Regulations – Title 44 – Emergency Management and Assistance (CFR 44) Part 13.36. For additional

guidelines regarding procurement, see annex H for the FEMA RP9580.201, Fact Sheet: Debris Removal Applicant's Contracting Checklist.

The County currently maintains a pre-positioned debris removal contract with CrowderGulf Inc. and a pre-positioned debris monitoring contract with SAIC. Annex N includes additional details regarding the evaluation and selection of the pre-positioned debris removal and monitoring contractors.

Review Federal Emergency Management Agency Guidance

Rules and regulations dictating operational procedures change periodically; the information in the DDMP should be updated annually to reflect such changes. It is also critical for the County divisions involved in the development of project worksheets (PWs) and the FEMA PA Grant Program to review current guidance regarding the program prior to a disaster. This will alleviate complications and misconceptions concerning documentation procedures.

Pre-Event Preparation

The County should begin pre-event preparations when a hurricane is moving toward the coast of Florida and the County has been placed in the NOAA five-day forecast map. Key personnel and representatives from external agencies (see Table 4-1) should be put on alert and monitor the progress of the storm event to gauge where and when it might strike, and with what severity. All relevant parties will be briefed on their specific duties as outlined in table 3-1.

The availability of pre-selected/pre-approved DMS will be evaluated by the Roads & Drainage Division. A list of potential DMS can be found in annex D. Alternate locations will be considered by prioritizing potential alternate sites if one or more pre-approved sites are not available. County representatives should place the pre-positioned monitoring firm and debris removal contractors on stand-by.

Download Most Recent Road List and Relevant Documents to Multiple Electronic Formats

The Roads & Drainage Division will acquire and download to multiple electronic formats the most recent geographic information systems (GIS) street centerline data and maps of the County prior to the event. A copy of the data will also be sent to the debris monitoring firm. Many of the computers and servers that store this information may be unavailable immediately following a disaster. Having this information on-hand ensures that debris collection operates properly and commences in a timely manner. It is critical that the Roads & Drainage Division provide updates of the road centerline file to their monitoring firm as they become available.

Alert Key Personnel and Place Monitoring Firm and Debris Removal Contractors on Stand-By

Prior to a debris-generating event, County contacts listed in the table 4-1 should be put on alert. Additionally, the Transportation Division should contact key County personnel via verbal and

electronic communication to provide them with the information necessary to begin the response and recovery process.

The County's monitoring firm and debris removal contractors should be notified by the Roads & Drainage Division that their contracts may be activated (see annex A for contact information). Discussions with the monitoring firm and debris removal contractors should address the following key issues:

- Availability and amount of assets that will be dedicated to debris removal operations
- Estimated time of mobilization
- Exchange of mobile contact information
- Identification of staging area(s) for truck certification
- Identification of additional temporary debris management sites

Debris removal contractors must be able to guarantee a minimum number of crews dedicated to the County depending on the severity of the event. Contractors will complete the DMS checklist provided in annex O prior to the commencement of debris removal operations. Any associated documentation (for example, photos, soil/water samples, permits) will be submitted to the Parks and Natural Resources Division.

Table 4-1
Key Personnel and Contact Information

Division	Position	Currently Held By	Phone
Polk County			
Communications Division	Director	Mianne Nelson	863-534-6083
Emergency Management Bureau	Director	Pete McNally	863-534-5605
Budget and Procurement	Director	Fran McAskill	863-534-6430
Roads & Drainage Division	Director	Jay Jarvis	863-535-2200
Roadway Maintenance Section	Manager	Michael Teate	863-535-2234
Waste Resource Management	Financial Administrator	Richard Straight	863-284-4319
Roads & Drainage Division	Support Manager	Kenney Cooper	863-535-2213
Asset Management/GIS	Asset Management Coordinator	Harrold Likens	863-535-2221
Monitoring Firm			
SAIC	Monitoring Firm	Chuck McLendon	407-803-5750
Debris Removal Contractors			
CrowderGulf	Contractor	John Ramsay	251-402-3677

Division	Position	Currently Held By	Phone
Utilities Service Providers			
Progress Energy	Service Provider – Electric		407-629-1010 Toll Free: 800-700-8744
Tampa Electric Company (TECO)	Service Provider– Electric		863-299-0800
Polk County Utilities	Service Provider – Water and Sewer		863-298-4100
Central Florida Gas	Service Provider – Gas		407-423-9018.

Review Plan with Key Personnel

Once an initial meeting is scheduled with the County's key contacts, the Roads & Drainage Division, monitoring firm, and debris removal contractors should review the DDMP. Once roles are reviewed and agreed upon, the initial meeting should focus on key activities that need to occur immediately following the debris-generating event, including impact assessments and emergency road clearing activities.

The Roadway Maintenance Section will coordinate with utilities service providers to identify resources and assets so that utility recovery work will begin, unimpeded, immediately following an event.

Pre-Event Media Press Release

The Roads & Drainage Division and the Communications Division will provide the key County personnel with a pre-event media press release preparing residents for the potential debris removal operation. The press release should assure the public that the County is prepared and has a plan in place to immediately respond to an event. The press release should also include information on County office closure times/dates. (Note: This should include information regarding garbage collection and County facilities.) In addition, the County should provide information on proper set-out procedures and estimates on when the cleanup process will begin. A draft press release for this event is included in annex B.

Post-Event Response (70-Hour Push)

The 70-hour push encompasses the period of time in which roadways are cleared of scattered debris, leaning trees, and other obstructions in roadways for emergency response vehicles. This operation is reimbursable by FEMA on a time and materials basis. It is critical that all types of equipment and the amount of time the equipment is used are documented accurately and in detail. Reimbursement criteria and duration for time and materials work is subject to change following a disaster.

During this phase, depending on the severity of the event, the Roadway Maintenance Section will initiate emergency roadway clearing operations. If necessary, the County may request

additional resources for emergency road clearance operations from its pre-positioned debris removal contractors. Road clearance priorities are pre-established to allow access to critical public facilities, such as fire stations, police stations, hospitals, shelters, emergency supply centers, and other critical facilities. Concurrent to emergency push operations, the County's debris removal contractors should perform necessary preparation work, including completing the debris management site checklist to open DMS in the County.

Priority Roads

The Roadway Maintenance Section is responsible for determining and updating a list of priority roads for emergency debris removal within the County. Priority roads include major arterial routes that are critical for emergency responders (for example, fire, police, and EMS). Emergency operations infrastructure (for example, emergency operations centers and supply distribution centers) is normally the next priority. Other infrastructure, such as water, wastewater, and utilities, is given third priority. See annex T for a list of first priority roads for debris removal. This list may be augmented by a list from Emergency Management consisting of routes to special needs centers and emergency supply distribution points. Refer to annex K for maps of these priority roads.

Conduct Impact Assessment

Impact assessments are necessary to determine the extent and the location of the debris. Windshield surveys of the County should be taken and subsequently used to communicate critically damaged areas to the County Manager, the Roads & Drainage Division and the Emergency Management Bureau, and assist in prioritizing road clearance efforts. Windshield surveys to approximate potential right-of-way (ROW) debris collection volumes will be conducted by the Roadway Maintenance Section, and representatives from the debris removal contractor and monitoring firm. Likewise, depending on the severity of the event, the Building Division will conduct separate windshield surveys to develop structural damage estimates within the County.

Helicopter surveys should also be coordinated through the Sheriff's Office to obtain an aerial view of damaged areas within the County. Oftentimes, helicopter surveys are available through debris removal contractors independently surveying the County to determine asset levels and configuration. The assessment should also include any specialized debris issues, such as hazardous materials spills, damage to sites of historical significance and animal carcasses.

Sites of Historical Significance

Generally, debris removal operations are exempt from a historical review process under the National Environmental Policy Act. The State Historic Preservation Office (SHPO) can provide additional assistance regarding debris removal operations from a known historical site. The Roads & Drainage Division will consult the SHPO, if necessary. The following sites are recognized by the National Register of Historical Places:

Table 4-2
National Register of Historical Places in Polk County

Landmark Name	Location
Atlantic Coast Line Railroad Depot	325 S. Scenic Highway Lake Wales, FL
Auburndale Citrus Growers Association Packing House	214 Orange Street Auburndale, FL
Babson Park Woman's Club	1300 N. Scenic Highway Babson Park, FL
Bartow Downtown Commercial District	Roughly bounded by Davidson and Summerlin Streets and Broadway and Florida Avenues in Bartow
Ephriam M. Baynard House	208 W. Lake Avenue Auburndale, FL
Beacon Hill – Alta Vista Residential District	Roughly bounded by S. Florida Avenue, W. Beacon Road, W. Belvedere Street, and Cherokee Trail in Lakeland
Biltmore – Cumberland Historic District	Roughly bounded by S. Ingraham Avenue, E. Lime Street, Bartow Road, Hollingsworth Road, and McDonald Place in Lakeland
Bok Mountain Lake Sanctuary and Singing Tower	Three miles north of Lake Wales
Lawrence Brown House	470 Second Avenue Bartow, FL
B.K. Bullard House	644 S. Lakeshore Boulevard Lake Wales, FL
Casa de Josefina	Two miles southeast of Lake Wales off of U.S. Route 27
Central Avenue School	604 S. Central Avenue Lakeland, FL
Chalet Suzanne	3800 Chalet Suzanne Drive Lake Wales, FL
Christ Church	526 N. Oak Fort Meade, FL
Church of the Holy Spirit	1099 Hesperides Road Lake Wales, FL
Cleveland Court School	328 E. Edgewood Drive Lakeland, FL
John F. Cox Grammar School	1005 Massachusetts Avenue Lakeland, FL
Davenport Historic District	Roughly bounded by Suwannee and Orange Avenues, Palmento Street, and West Boulevard in Davenport
Dixie Walesbilt Hotel	115 N. First Street Lake Wales, FL
Dixieland Historic District	Roughly bounded by Walnut Street, Florida Avenue, Lake Hunter, Hartsell Avenue, and Belvedere Street
Downtown Haines City Commerical District	Roughly bounded by Hinson and Ingraham Avenues and 4th and 7th Streets in Haines City
Downtown Winter Haven Historic District	Roughly Avenue A NW, Avenue A SW, 3rd and 5th Streets in Winter Haven
East Lake Morton Residential District	Roughly bounded by Orange Street, Ingraham Avenue, Palmetto Street, Lake Morton Drive, and Massachusetts Avenue in Lakeland

Landmark Name	Location
El Retiro	Mountain Lake off Road 17 in Lake Wales
First Baptist Church	338 E. Central Avenue Lake Wales, FL
Florida Southern College Architectural District	McDonald and Johnson Avenues in Lakeland
Fort Meade Historic District	Roughly bounded by N. 3rd Street, Orange Avenue, S. 3rd Street, and Sand Mountain Road in Fort Meade
Griffin Grammar School	3315 Kathleen Road Lakeland, FL
Henley Field Ball Park	1125 N. Florida Avenue Lakeland, FL
Benjamin Franklin Holland House	590 E. Stanford Street Bartow, FL
Homeland School	249 Church Avenue Homeland, FL
Interlaken Historic Residential District	Roughly bounded by the northern shore of Lake Howard, the southwestern shore of Lake Mirror, and the Cannon-Howard Canal in Winter Haven, FL
Holland Jenks House	119 Raintree Court Auburndale, FL
C.L. Johnson House	315 E. Sessoms Avenue Lake Wales, FL
Lake Hunter Terrace Historic District	Roughly Central Avenue, Greenwood Street, Ruby Street, and Sikes Boulevard in Lakeland
Lake Mirror Promenade	Between Lemon Street and Lake Mirror Drive in Lakeland
Lake of the Hills Community Club	41 E. Starr Avenue Lake Wales, FL
Lake Wales City Hall	152 E. Central Avenue Lake Wales, FL
Lake Wales Commercial Historic District	Roughly bounded by Scenic Highway, Central Avenue, Market Street, and Orange Avenue in Lake Wales
Lake Wales Historic Residential District	Roughly bounded by the former Seaboard Air Line railroad grade, the CSX railroad tracks, East Polk Avenue, and South and North Lake Shore Boulevards
Mann Manor	325 W. Main Street Bartow, FL
Mountain Lake Colony House	East of S.R. 17 on the northern shore of Mountain Lake in Lake Wales
Mountain Lake Estates Historic District	U.S. Route 27A, north of Lake Wales
Munn Park Historic District	Roughly bounded by E. Bay Street, N. Florida Avenue, E. Orange Street, and E. Main Street in Lakeland
North Avenue Historic District	100 block of North Avenue in Lake Wales
Northeast Bartow Residential District	Roughly bounded by Jackson and First Avenues and by Church and Boulevard Streets in Bartow

Landmark Name	Location
Oak Hill Cemetery	West Parker Street in Bartow
Oates Building	230 S. Florida Avenue Lakeland, FL
Old Central Grammar School	801 Ledwith Avenue Haines City, FL
Old Dundee ACL Railroad Depot	103 Main Street Dundee, FL
Old Frostproof High School	111 W. First Street Frostproof, FL
Old Haines City National Guard Armory	226 S. 6th Street Haines City, FL
Old Lakeland High School	400 N. Florida Avenue Lakeland, FL
Old Polk County Courthouse	100 E. Main Street Bartow, FL
Polk Hotel	800-810 Hinson Avenue Haines City, FL
Polk Theatre and Office Building	121 S. Florida Avenue Lakeland, FL
Pope Avenue Historic District	Roughly Avenue A NW, Pope Avenue NW, and 6th and 7th Streets NW in Winter Haven
Roosevelt School	115 East Street, N. Lake Wales, FL
St. Mark's Episcopal Church	102 N. 9th Street Haines City, FL
South Bartow Residential District	Roughly bounded by Floral and First Avenues and Main and Vine Streets in Bartow
South Florida Military College	1100 S. Broadway Bartow, FL
South Lake Morton Historic District	Bounded by Lake Morton Drive and Palmetto Street, Ingraham and Johnson Avenues, McDonald and Balmar Streets, and Tennessee Avenue in Lakeland
John J. Swearingen House	690 E. Church Street Bartow, FL
Thompson and Company Cigar Factory	255 N. Third Street Bartow, FL
G.V. Tillman House	301 E. Sessoms Avenue Lake Wales, FL
Winston School	3415 Swindell Road Lakeland, FL
Winter Haven Heights Historic Residential District	Roughly Lake Martha, 2nd Street NE, 5th Street NE, and Avenue A NE in Winter Haven
Woman's Club of Winter Haven	660 Pope Avenue, NW Winter Haven, FL

The Waste Resource Management Division will advise debris removal and monitoring contractors to use precautions near these areas.

Activate Monitoring Firm and Debris Removal Contractors

The Roads & Drainage Division will utilize the impact assessments to determine whether to activate the monitoring firm and debris removal contractors. The Roads & Drainage Division should immediately meet with the County Commissioners to make this determination. Monitoring firm and debris removal contractors are generally required if a tropical system makes landfall as a Category 2 hurricane or greater. Once the monitoring firm and debris removal contractors are activated, each contractor should review an updated street list, debris collection zone maps (see annex J) and the maps of these priority roads (see annex K). The monitoring firm and debris removal contractors should begin logistical coordination and equipment ramp-up immediately upon receiving a notice to proceed. The notice to proceed will be initiated by the Director of the Roads & Drainage Division in conjunction with a purchase order issued by Budget and Procurement.

Monitoring Function

Upon activation, the monitoring firm will deploy staff to support truck certification, collection, and disposal monitoring functions. The monitoring firm will orient employees with operational procedures and refresh staff with the field training program on current debris removal eligibility, FEMA requirements, County debris removal contract requirements, and safety procedures. Collection monitors must carefully document debris collection information to demonstrate eligibility and ensure proper debris removal contractor payments and FEMA reimbursement. The documentation should include the following:

- Applicant name
- Location of debris, including full address and zone
- Time and date of collection
- Name of contractor
- Name and unique employee number of monitor
- Truck certification number
- Truck capacity (disposal site monitor will fill out load call information)
- Debris classification
- Disaster declaration number

Debris Removal Contractor Function

Upon activation, the debris removal contractor will mobilize staff and equipment to the event location. Equipment will be certified as required by the monitoring firm. With regard to DMS, site preparation (including logistical setup and tower construction) will begin. The contractor will orient subcontractors with operational procedures and refresh staff with current debris removal eligibility guidelines, FEMA requirements, County debris removal contract requirements, and safety procedures.

Begin Emergency Roadway Debris Clearance

The County should commence road clearance or "cut and toss" activities. These operations should first focus on major arteries leading to storm shelters, hospitals, fire stations, police stations, supply points, and other critical locations throughout the County. Critical infrastructure maps can be found in annex K.

Begin Truck Certification

Truck certification is the most important function in initiating a debris removal operation. Accuracy and documentation of all measurements is critical. All debris removal trucks hauling debris under a volumetric contract with the County must have their capacity and dimensions measured, sketched, photographed, and documented on a truck certification form (see annex E). Each debris removal truck will be assigned a unique number for debris tracking and invoice reconciliation purposes. Truck certifications should contain the following:

- Unique truck number
- Driver name
- Driver phone number
- License number, state issued and expiration
- Tag number, state issued and expiration
- Vehicle measurements
- Sketch of the vehicle

Prepare Debris Management Sites Based on Concentration of Debris

The Waste Resource Management Division, the monitoring firm, and the debris removal contractors will meet to discuss the opening and operation of pre-identified DMS. Before DMS preparation begins, the Waste Resource Management Division will obtain DMS approval from FDEP. The following items should be taken into consideration when opening and operating TDSR sites:

Qualification Criteria

- Current availability
- Duration of availability
- Ingress/egress
- Concentration of debris relative to each site
- Geographic location within the County

Reduction Method

- **Incineration –** The open burning of vegetative debris requires approval from the Division of Forestry. The burning of vegetative debris typically results in a reduction ratio of 20:1. The leftover ash may be hauled to a final disposal facility or be incorporated in a land application.
- **Chipping and Grinding –** Using this method, vegetative debris is chipped or ground, typically resulting in a reduction ratio of 4:1. The leftover mulch is either hauled to a final disposal facility or recycled. Chipping and grinding is the County's first choice for debris reduction.
- **Crushing –** The crushing of vegetative debris is the least effective reduction method and results in a reduction ratio of 2:1. Crushing is an appropriate reduction method for C&D debris that cannot be recycled.

Recycling of Debris

Common recyclable materials that are a result of a debris-generating event include wood waste, metals, and concrete. The following are potential uses for each of the materials:

- **Wood Waste –** Vegetative debris that is reduced through chipping or grinding results in leftover mulch. The remaining mulch can be used for agricultural purposes or fuel for industrial heating. For the mulch to be viable in agricultural purposes, the end user typically has a size requirement and requests that mulch is as clean as possible of plastics and dirt.
- **Metals –** Metal debris such as white goods or aluminum screened porches that may result from a debris-generating event can be recycled. Certain metals, such as aluminum and copper, are highly valuable to scrap metal dealers.
- **Concrete –** Concrete, asphalt, and other masonry products that may become debris as a result of a debris-generating event, can be crushed and potentially used for road construction projects or as trench backfill.

There is a multitude of information available regarding the recycling and selling of solid waste debris. An example of one such resource is the Southern Waste Information eXchange, Inc. website (http://www.wastexchange.org), which is a nonprofit clearinghouse with information regarding the recycling of solid waste. The Waste Resource Management Division will manage recyclable materials not picked up by the contractor.

Debris Management Sites Preparation

After a review of the availability and suitability of DMS, the debris removal contractor can begin site preparation. As part of the preparation, baseline data should be gathered from the site to document the state of the land before debris is deposited. The following action items are recommended to compile baseline information:

- **Photograph the Site** – Digital photos should be taken to capture the state of the site before debris reduction activities begin. Photos should be updated periodically throughout the project to document the progression of the site.

- **Record Physical Features** – Records should be kept detailing the physical layout and features of the site. Items such as existing structures, fences, landscaping, etc., should be documented in detail.
- **Historical Evaluation** – The past use of the site area should be researched and documented. Issues relating to historical or archeological significance of the site should be cleared with the state historical preservation agency.
- **Sample Soil and Water –** If possible and deemed necessary, soil and groundwater samples will be taken before debris reduction activities commence. Samples will help ensure the site is returned to its original state. Typically soil and groundwater samples should be analyzed for total Resource Conservation and Recovery Act (RCRA) metals, volatile organic compounds, and semi-volatile organic compounds using approved Environmental Protection Agency methods.

The DMS checklist in annex O will be completed by the debris removal contractor for any site not pre-identified by the County.

The Waste Resource Management Division and monitoring firm will oversee the debris removal contractor's activities to ensure that they are in compliance with their contractual obligations and environmental standards, and are acting in the best interest of the County and its residents. The FDEP will be contacted to provide final approval under an emergency declaration for the DMS locations. Once approved the DMS permit for each activated DMS will be maintained by the Waste Resource Management Division and the monitoring firm. FDEP guidance for establishment, operation, and closure of staging areas for hurricane-generated debris is included in annex Q.

Disposal Monitoring

The primary function of the monitoring firm is to document the disposal of disaster debris at approved DMS and final disposal locations. Monitors perform quality assurance/quality control (QA/QC) checks on all load tickets and haul-out tickets to ensure that information captured by collection monitors is complete. This QA/QC includes but is not limited to the following:

- Inspection of truck placards for authenticity and signs of tampering
- Verification that placard information is documented properly
- Verification that all required fields on the load ticket have been completed

Afterwards, the disposal monitor will document the amount of debris collected by making a judgment call on vehicle fullness, typically on a percentage basis. The percentage documented for each debris removal vehicle is later applied to the calculated CY capacity of the vehicle to determine the amount of debris collected. The disposal monitor's responsibilities include but are not limited to the following:

- Completing and physically controlling load tickets
- Ensuring debris removal trucks are accurately credited for their loads
- Ensuring trucks are not artificially loaded
- Ensuring hazardous waste is not mixed in with loads

- Ensuring all debris is removed from the debris removal trucks before exiting the DMS or final disposal site
- Ensuring only debris specified within the County's scope of work is collected

In addition to the responsibilities listed above, final disposal site monitors are also tasked with the following:

- Ensuring all debris is disposed at a county designated facility
- Matching landfill receipts and/or scale house records to haul-out tickets

Conduct Meetings/Briefings with Key Personnel

Coordination meetings and briefings with key personnel should be conducted to update the status of the road clearance efforts, DMS openings, contractor asset ramp-up, and pertinent public information for press releases.

Daily meetings should be held each morning at a location determined by the Roads & Drainage Division and should include key personnel from the County, monitoring firm, and debris removal contractors. The purpose of daily meetings is to focus on daily objectives and include a discussion of operational progress and best practices in moving forward. During the meeting, real time statistics and completion maps that reflect operations through the end of the previous day will also be reviewed.

Review Debris Volume and Collection Cost Assessment

The Roads & Drainage Division, monitoring firm, and debris removal contractors will meet to review the debris volume and collection cost assessment. The topics of discussion in this meeting may include but are not limited to the following:

- Amount of debris generated (total CY)
- Type of debris generated (for example, vegetative, C&D or other miscellaneous debris)
- Number and estimated date of arrival for assets (for example, trucks, loaders, monitoring personnel)
- Estimated number of DMS necessary
- Preliminary scope of debris removal efforts
- Estimated cost of the debris removal efforts

Following this meeting, the County and/or monitoring firm will begin to collect required documentation for the development of FEMA PWs.

Request Contact Information and Meeting with FEMA Public Assistance Officer

The Roads & Drainage Division should immediately request the contact information of the designated FEMA Public Assistance Officer (PAO) for the disaster. Upon receipt of this

information, the County should request a meeting with FEMA PAO. This request is made through FDEM. During this meeting, the Roads & Drainage Division will accomplish the following:

- Summarize the County's debris removal operations to date.
- Review debris and cost estimates for the County.
- Review any Disaster Specific Guidance (DSG) documents issued by FEMA.
- Examine the County's debris removal plan.
- Provide contact information for all County monitoring firm and debris removal contractors and key personnel.
- Determine additional information the PAO will need to generate PWs for the County. In order for FEMA to generate a Category A, debris removal and debris monitoring PW, it will require the following information:
    - Copy of the debris removal contractor contract(s)
    - Copy of the debris monitoring firm contract
    - Information on the procurement process of the debris removal and monitoring contracts
    - Address (if available) and global positioning system (GPS) coordinates for all DMS
    - Debris volume and costs estimates (using USACE model and impact assessment reports)
    - Monitoring cost estimate (based on budgeted labor hours)
    - Brief debris removal plan overview

Issue Media Press Release

A press release provided by the Roads & Drainage Division and approved by the County Manager and the Communications Division should be issued to various media sources or broadcasted over the radio within the first three days following the debris-generating event. The content of the press release should reassure the public that the County is responding to the event and has activated its monitoring firm and debris removal contractors to begin debris removal activities. The press release should also outline proper debris setout procedures and emphasize the need for different debris streams (for example, vegetative, C&D) to be separated at the ROW. (sample press releases are located in annex B.)

The Roads & Drainage Division will implement the debris management operations checklist (located in annex L) throughout each phase of debris operations.

Post-Event Recovery

For the purpose of debris management, the post-event recovery phase is marked by the debris removal contractor collecting and reducing debris from the public ROW.

Concurrent to the commencement of ROW debris removal operations, the County should evaluate the need for contract debris removal on private property, parks, and waterways. As noted in the disaster recovery timeline (figure 4-1), these specialized debris removal operations

typically do not begin until roughly 30 to 60 days following a debris-generating event. Specialized debris removal operations are often governed by Disaster Specific Guidance (DSG) and require some level of FEMA pre-validation; however, if the County determines that there is an immediate and imminent threat to public health and safety, these programs can be expedited.

Following the debris management checklist (located in annex L) is critical in expediting and ensuring that proper steps are taken during the debris removal process. The post-event recovery phase is subdivided into the following time periods:

- Two Days – Two Weeks
- Two Weeks – One Month
- One Month – Three Months
- Three Months – Project Completion

Open Debris Management Sites

DMS will be opened beginning with sites closest to the most heavily impacted areas of the County. Monitoring towers will be located at the ingress and egress of the DMS. Monitoring towers will be high enough to allow disposal monitors to verify the contents of the debris removal trucks. Security of the DMS should be considered, including fencing, gates, security, and traffic control.

Priority Roads/Areas

After reviewing impact assessments and the concentration of debris within the County, areas that sustained more extensive damage may need to be prioritized, subdivided into smaller work zones, and recorded on the County's GIS data. See annex J for zone maps and annex K for maps of the priority roads.

Issue Press Release Regarding Segregation of Debris

Issue second press release regarding segregation of vegetative, C&D, and HHW.

Begin Right-of-Way Debris Removal

The County should allow the debris removal contractors to proceed with curbside collection. Curbside collection entails residents piling their disaster-related debris along the ROW. It is critical that residents segregate their debris into categories, such as vegetative, C&D, HHW, and white goods. This will help prevent the contamination of debris loads and expedite the cleanup process. Residents should also be urged to not place bagged debris within the vegetative debris piles set out for debris contractor collection. To assist the County in an all-hazards approach to debris removal efforts, the processes for HHW and white goods debris removal are outlined below.

Household Hazardous Waste Debris Removal

HHW includes gasoline cans, aerosol spray cans, paint, lawn chemicals, batteries, fire extinguishers, fluorescent lamps, household electronics, etc.

The removal of HHW is eligible for FEMA reimbursement if the debris is a result of the debris-generating event and is removed from publicly maintained property and roadways whose maintenance is the responsibility of the County. HHW should be collected separately and disposed of or recycled at a properly permitted facility. Collection of HHW can be conducted internally or contracted out on a unit rate basis. The following action items are recommended to the County with regard to HHW removal:

- Communicate to County residents HHW eligibility following an event. It is important that residents separate HHW from other debris to ensure that HHW does not enter the debris stream at TDSR site locations.
- Decide whether to establish HHW drop-off sites to augment or replace HHW curbside collection. This helps ensure HHW is properly disposed. Measures should still be taken jointly by the debris removal contractor and the monitoring firm to identify, segregate, and dispose of intermingled HHW at DMS locations.
- Interface with FDEP. Describe the HHW collection program and permitted facilities to be used for disposal or recycling.

White Goods Debris Removal

White goods include refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, etc.

White goods debris removal is eligible for FEMA reimbursement if the debris is a result of the debris-generating event and is removed from publicly maintained property and roadways whose maintenance is the responsibility of the County. White goods debris that contains ozone-depleting refrigerants, mercury, or compressor oils need to have such materials removed by a certified technician before recycling. All State and federal laws should be followed regarding the final disposal of removed refrigerants, mercury, or compressor oils. Collection of white goods can be conducted internally or contracted out on a unit rate basis. The following action items are recommended to the County with regard to white goods removal:

- Communicate the eligibility of white goods to County residents following an event. It is important that residents separate white goods from other debris to ensure that white goods are not mixed with C&D or vegetative debris during collection.
- Interface with FDEP. Describe the white goods collection program and permitted facilities to be used for disposal of recovered refrigerants, mercury, or compressor oils.

Animal Carcasses

Removal and disposal of animal carcasses must be considered during the debris removal process. Several agencies can provide assistance with the removal of this type of debris. Interface with FDEP and FSA to coordinate the removal and disposal of animal carcasses. The following guidelines will be implemented during removal of animal carcasses:

- **Bury On-Site or Off-Site** – Carcasses will be buried at least three feet deep and at least 300 feet from any waterway.
- **Incineration** – Controlled open burn or air curtain incinerators will be difficult for wet poultry. Wet chickens and turkeys will require a fuel source to keep the fire burning. Use gas fire enclosed incineration if available.
- **Compost** – Poultry should be composted on-site.
- **Rendering System** – Existing rendering facilities should be used if available. Capacity may be limited, if available, due to road closures.

Load Tickets

For the debris categories outlined above, pre-printed load tickets will be used as reimbursement documentation for the County. An example of a load ticket is located in annex E. The top portion of the ticket will be filled out by the collection monitor at the beginning of each load. The address field will be completed when the debris removal contractor has completed work. The collection monitor will also ensure the debris removal contractor is working within the scope of the contract with the County. The load ticket will then be given to the debris removal vehicle driver to turn in to the disposal monitor upon arrival at the DMS or final disposal site. The disposal monitor will complete the remaining portion of the load ticket. The disposal monitor documents the amount of debris collected by making a judgment call reflecting the vehicle's fullness, typically on a percentage basis. The percentage documented for each debris removal vehicle is later applied to the calculated CY capacity of the vehicle to determine the amount of debris collected.

Automated Debris Management System

Depending on the event, the County may choose to use the monitoring firm's Automated Debris Management System (ADMS) RecoveryTrac to issue electronic tickets. The ADMS RecoveryTrac uses handheld devices to document debris collection and disposal electronically. The Contractor's trucks will be certified and issued placards and truck certifications with bar codes. At the point of collection, the monitor uses the ADMS RecoveryTrac handheld device to scan the truck bar code and select the type of debris collected. The handheld device automatically collects other required fields such as location, date, time, and monitor name. The collection monitor then digitally signs the ticket to verify collection and issues the Contractor a ticket with a unique bar code. The Contractor proceeds to the disposal site and provides the disposal monitor with their truck certification and collection ticket bar code. The disposal monitor scans the collection ticket bar code, verifies the truck is the same truck as shown on the handheld, and issues a load call. The disposal monitor will print out paper ticket copies for the driver but the information is also available through the monitoring firm's web based reporting tools. The ADMS RecoveryTrac system provides better oversight of field operations through real-time reporting and expedites Contractor and sub-contractor invoice reconciliation.

Debris Removal Progress

Once debris removal operations commence, it is critical for the monitoring firm to track daily collection progress. Information regarding debris collection progress assists the County in making informed decisions regarding debris removal operations. In order to track collection progress, each monitor will be issued zone maps for the sections of the County in which they will be monitoring debris removal operations. As the monitor follows the debris removal truck, they will highlight streets that have debris removed or are clear of debris. At the end of the day, all monitors will turn in their highlighted zone maps. The highlighted zone maps will then be transposed onto a large physical map and an electronic County map. By transferring the physical zone progress maps to GIS data, queries can be run to show daily progress throughout the County.

Perform Parks Impact Assessment

The Parks and Natural Resources Division and monitoring firm must identify vegetative hazards that require removal within the County parks. Current eligibility criteria include the following:

- Leaning trees 6 inches in diameter or greater
- Hanging limbs two inches in diameter or greater
- Uprooted stumps 24 inches in diameter or greater

From a FEMA-reimbursement perspective, eligibility criteria for cut work are extremely sensitive to the size and scale of the disaster. When surveying damages, it is extremely important for the Parks and Natural Resources Division, monitoring firm, and debris removal contractors to be fully cognizant of all DSG.

Begin Environmental Monitoring Program of Debris Management Sites

Throughout the duration of the project, data should be collected for use in the remediation and close-out of the DMS. Collected data should be compared to previous data to establish any remediation actions necessary to return the site to its original state. The following items should be included in an environmental monitoring program:

- **Sketches of Site Operations** – During the course of the project, operations at the DMS may expand, condense, or shift. Changes to the site should be documented along with the locations of debris reduction activity. The sketches and documentation will assist in determining areas of concern that may need additional sampling and testing during site closure.
- **Documentation of Issues at the Site** – Meticulous records should be kept to document issues such as petroleum spills, hydraulic spills, or the discovery of HHW within debris at the site. This documentation will assist in the remediation of the site.

Coordinate with External Agencies

The County should coordinate with District 1 FDOT and other relevant agencies to ensure all County road segments are moving forward with debris removal operations. Coordination with

FDOT is imperative with regard to State roads that pass through the County. FDOT is responsible for emergency road clearing activities and debris removal on all State and federal roads within the County.

Initiate Discussions with FEMA

It is critical that the Roads & Drainage Division and monitoring firm clearly communicate debris removal plans and operations with FEMA. Clear communication fosters a coordinated effort that enhances the transparency of the operation for auditors and ensures maximum FEMA reimbursement.

Obtain FEMA Guidance for Gated Community and Private Property Debris Removal

Eligibility of gated community and private property debris removal will be determined by FEMA on a case-by-case basis following an event. Typically, the debris and devastation must be so widespread that debris removal from private property is a "public interest." Under current FEMA 325 guidelines, debris removal from private property is defined as a public interest when operations

- Remove threats to the health and safety of the community at large
- Prevent significant damage to public or private property
- Assist in the economic recovery, thereby benefiting the community at large

In order for private property debris removal to be eligible for reimbursement, the County must submit a written request to the FEMA Federal Coordinating Officer before private property debris removal operations begin. The request will include the following information:

- **Immediate Threat Determination** – The Emergency Management Bureau must provide documentation stating that debris on private property is an immediate threat to public health and safety. Immediate threat is defined in 44 CFR §206.221(c) as the threat of additional damage or destruction from an event with a 20 percent chance of occurrence. Refer to annex M for the County Resolution Ordinance No. 05-041 regarding immediate threat determination.
- **Documentation of Legal Responsibility** – The County has demonstrated that it has the legal authority to enter private property and gated communities, and that it accepts the responsibility to abate all hazards, regardless of whether a federal disaster declaration is made per Ordinance #73-13. Refer to annex W for additional information regarding Ordinance #73-13.

If private property debris removal is authorized and considered for the County, the following documentation will be required by FEMA:

- **Right-of-Entry and Hold Harmless Agreements** – The County executes signed ROE and Hold Harmless Agreements (HHA) documents with private property owners holding the federal government harmless from any damages caused to private property. A sample ROE/HHA agreement is included in annex G. The County may execute ROE and HHA

forms prior to a disaster under the condition that the ROE and HHA forms do not reference a particular event or disaster number.

- **Photos** – It is in the interest of the County to photograph conditions of private property before and after debris removal is completed. The photos will assist in the verification of address and scope of work on the property.
- **Private Property Debris Removal Assessment** – This assessment will be a property-specific form to establish the scope of eligible work on the property. The assessment can be in the form of a map or work order, as long as the scope of work can be clearly identified.
- **Documentation of Environmental and Historic Review** – Debris removal efforts on private property must comply with all review requirements under CFR 44—specifically parts 9, Floodplain Management and Protection of Wetlands, and 10, Environmental Considerations.

Maintain and Evaluate Right-of-Way Cleanup

Information on debris collection (vegetative, C&D, white goods, HHW, etc.) and completion progress will be documented by the monitoring firm and provided to the Roads & Drainage Division on a daily basis. To ensure proper record keeping and reimbursement, it is important for the County to announce the completion of the first pass.

Begin Right-of-Way Stump Removal

Following initial ROW debris removal efforts, the County and monitoring firm may determine that a significant threat remains to the County public in the form of hazardous stumps along the ROW. Before ROW stump removal operations commence, all applicable DSG criteria or FEMA Publication 325 guidelines for eligibility should be reviewed. FEMA's Recovery Policy for Hazardous Stump Extraction and Removal Eligibility is included in annex F. As of the publication of this DDMP, FEMA Publication 325 defines a stump as hazardous if all of the following criteria are met:

- The stump has 50 percent or more of the root-ball exposed.
- The stump is greater than 24 inches in diameter when measured 24 inches from the ground.
- The stump is located on a public ROW.
- The stump poses an immediate threat to public health and safety.

Open Additional Debris Management Sites

If the initial DMS are approaching maximum capacity, additional DMS may need to be prepared. The same procedures taken to open and monitor the initial DMS should be applied to any additional DMS the County may utilize.

Continue Daily Meetings with FEMA

It is critical to maintain strong communication with the County's assigned FEMA representatives. The daily meetings help to ensure maximum coordination and assist in expediting the resolution of any operational problems that may occur.

Begin Debris Removal from Private Property and Gated Communities

If approved, debris removal from private property and gated communities should begin.

Communicate Project Close-Out to Residents via Press Release

The project closeout press release should focus on clarifying confusion regarding ineligible debris and communicating a debris set-out deadline to minimize illegal dumping. Protocol for leaners/hangers and private property/gated community debris removal programs should be communicated at this time, if applicable. Depending on the severity of the debris-generating event, project closeout may be further away.

Maintain and Evaluate Right-of-Way Cleanup – Vegetative and C&D

Information on debris collection and completion progress will be documented by the monitoring firm and provided to the County on a daily basis. During this period, the County should announce the completion of the second pass and establish a deadline for residents to set out debris on the ROW, as well as a deadline for the County's debris removal contractor to complete the third pass. In a smaller debris-generating event, the second pass could be announced earlier.

Begin Right-of-Way Leaners/Hangers Program

If it is determined that a significant threat to the public remains in the form of leaning trees and hanging limbs along the ROW, a ROW leaners/hangers program should be initiated. To ensure maximum reimbursement, all threats must be identified and verified against DSG criteria for eligibility prior to the commencement of cut work. It is important to note that the County's debris removal contractor may require lead-time to transport specialty vehicles, equipment, and labor force to commence leaner/hanger work. The County may want to consider using an arborist during this process to ensure leaners and hangers are cut most appropriately. Currently FEMA Publication 325 provides the following guidance on eligibility requirements for leaners and hangers.

- **Leaner –** A tree is considered hazardous and defined as a "leaner" when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is at least six inches in diameter when measured at chest height. In addition, one or more of the following FEMA Publication 325 criteria must be met:
- The tree has more than 50 percent of the crown damaged or destroyed. (Note: This requires written documentation from an arborist.)
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.

- The tree is leaning at an angle greater than 30 degrees.
- **Hanger** – A hanger is a hazardous limb that poses a significant threat to the public. The current eligibility requirements for hangers, according to FEMA Publication 325, are as follows:
- The limb must be greater than two inches in diameter.
- The limb is still hanging in a tree and threatening a public-use area.
- The limb is located on improved public property.

Unit Rate Tickets

Unit rate tickets will be used as reimbursement documentation for the County's Leaners/Hangers Program. An example of a unit rate ticket is located in annex E. To ensure maximum reimbursement, debris monitors will use GPS devices to document the GPS coordinates of tree or hanger removals. Digital photos will also be taken to document the tree before work commences, the tree/limb measurement, and the state of the tree once work has been completed.

Initiate Haul-Out

At this point in the post-event recovery process, reduced debris from DMS will be hauled to a final disposal site or recycled. Generally, for final disposal purposes, the most environmentally responsible and cost-effective method is for the County to recycle reduced debris. Any remaining reduced debris that cannot be recycled should be disposed of at permitted landfills, with consideration to the cost structure of associated tipping fees. Permitted landfills designated for final disposal will have address, GPS coordinates, owner information and associated permits documented and stored by the County and monitoring firm. See table 4-3 for potential final disposal sites.

Table 4-3
Potential Final Disposal Landfills

Disposal Landfill	Location	Phone
Landfill	North Central Landfill 10 Environmental Loop Winter Haven, FL 33880-1069	Waste Resource Management (863) 284-4319
Landfill	Southeast Landfill 1700 Golfview Cutoff Road Babson Park, FL 33827	Waste Resource Management (863) 284-4319
Landfill	Northeast Landfill 4001 Bannon Island Road Lake Hamilton, FL 33844	Waste Resource Management (863) 284-4319

It is important that the County and monitoring firm ensure the debris removal contractor obtains proper disposal tipping fee information. Annex E contains a sample haul-out ticket that will be used by the monitoring firm as reimbursement documentation for the County.

Progress to Weekly Meetings with FEMA

Although strong communication with the County's assigned FEMA representatives is still important, at this point in the debris removal operation meetings can move to a weekly timeframe. The weekly meetings will still be critical in ensuring maximum coordination.

Complete All Debris Recovery Activities

The County's debris removal contractor will identify and remove all remaining eligible debris piles.

Identify Ineligible Debris on Right-of-Way

Once ineligible debris on the ROW is identified, the County should proceed in one of the following three ways:

- Hold individual homeowners responsible for the disposal of ineligible debris.
- Utilize internal equipment for disposal of the ineligible debris.
- Task the County debris removal contractor with the removal of ineligible debris and incur the associated cost. This debris should be hauled directly to a final disposal landfill or transfer station to reduce associated handling costs.

Complete the Disposal of Reduced Debris

Before project closure, remaining reduced debris at DMS should be recycled or hauled to a local landfill for final disposal (see table 4-3).

Close-Out and Remediate Temporary Debris Storage and Reduction Sites

FDEP must be contacted before final closure of DMS to ensure all required actions are taken. Generally, DMS must be returned to their original environmental state. Restoration of the DMS includes removing all remnants of operations and the remediation of any contamination that may have occurred during operations. A final sample of environmental data should be collected to ensure the site is returned to its original state. Final closure of the DMS will require written notice to FDEP. The results of any required environmental samples should be included with the written notice.

Conduct Project Close-Out Meetings with FEMA and External Agencies

Prior to the project closeout meeting, the Roads & Drainage Division will receive detailed data from the monitoring firm regarding the debris removal operations. The County, in conjunction with the monitoring firm, should compile all contractor invoices, contracts, and other documentation supporting debris removal operations in preparation of the project closeout meeting.

Section 5
OVERVIEW OF RULES AND REGULATIONS

The documents described in this section provide the legal authority for local governments to engage in debris cleanup operations and seek reimbursement from the federal government. The County should review each of these documents on an annual basis not only to familiarize themselves with the governing statutes, but to identify any changes to the regulations and guidelines.

Federal Emergency Management Agency Guidelines

Under the current federal system, the Federal Emergency Management Agency (FEMA) coordinates the response and recovery efforts for all presidentially declared disasters. FEMA provides guidance documents for use by local governments in disaster planning and response. Three guidance documents that are generally associated with debris recovery have been summarized below.

FEMA Publication 322 – Public Assistance Guide

The Public Assistance (PA) Guide provides a general overview of FEMA PA Grant Program protocols immediately following a disaster. The FEMA PA Grant Program provides the basis for the federal/local cost-sharing program. This document specifically describes the entities eligible for reimbursement under the FEMA PA Grant Program, the documentation necessary to ensure reimbursement, and special considerations local governments should be aware of to maximize eligible activities.

An electronic version of FEMA Publication 322 is available here:

http://www.fema.gov/government/grant/pa/padocs.shtm

FEMA Publication 323 – Applicant Handbook

The Applicant Handbook (Handbook) is the official "how to" for local governments who are considering applying for reimbursement following a disaster through the PA Grant Program. This Handbook should be used in conjunction with this DDMP immediately following a debris-generating event.

The Handbook provides the rules, procedures and sample documents that local governments need as an applicant to FEMA. The publication is formatted as a step-by-step guide for each phase of the reimbursement process, including what information is critical to ensure reimbursement.

An electronic version of FEMA Publication 323 is available here:

http://www.fema.gov/government/grant/pa/padocs.shtm

FEMA Publication 325 – Debris Management Guide

The Debris Management Guide is a publication specifically dedicated to the rules, regulations, and policies associated with the debris cleanup process. Familiarity with this publication and any revisions can aid a local government in limiting the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:

- Eliminating immediate threats to lives, public health and safety
- Eliminating immediate threats of significant damage to improved public or private property
- Ensuring the economic recovery of the affected community to the benefit of the community at large

An electronic version of FEMA Publication 325 is available here:

http://www.fema.gov/government/grant/pa/demagde.shtm

Disaster Specific Guidance

Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to by their numerical identification.

These guidance documents typically relate to the authorization of private property debris removal, removal and payment of stumps, or notification of large projects. Staff should be aware of any new DSG that are issued by FEMA following an event.

Other Relevant Documents

The two primary directives developed by the federal government that provide for the authorization and use of federal funds to reimburse local governments for disaster-related expenses are the Stafford Act and the Code of Federal Regulations – Title 44 – Emergency Management and Assistance. A brief summary of these laws is provided below.

Robert T. Stafford Disaster Relief and Emergency Assistance Act

The Stafford Act provides the authorization of the FEMA PA Grant Program. The fundamental provisions of this act are as follows:

- Assigns FEMA the authority to administer federal disaster assistance
- Defines the extent of coverage and eligibility criteria of the major disaster assistance programs
- Authorizes grants to the states
- Defines the minimum federal cost-sharing levels

An electronic version of the Stafford Act is available here:

http://www.fema.gov/about/stafact.shtm

Code of Federal Regulations: Title 44 – Emergency Management and Assistance

Procedural requirements for the FEMA PA Grant Program operations are provided by 44 CFR. These regulations are designed to implement a statute based upon FEMA's interpretation of the Stafford Act. They govern the FEMA PA Grant Program and outline program procedures, eligibility, and funding.

An electronic version of 44 CFR is available here:

http://www.access.gpo.gov/nara/cfr/waisidx_03/44cfrv1_03.html

Annex A
MONITORING FIRM AND DEBRIS REMOVAL CONTRACTORS

Monitoring Firm

Table A-1
Monitoring Firm

Company	Contact Information
SAIC	2301 Lucien Way Suite 120 Maitland, FL 32751 321-441-8500

Pre-Positioned Debris Removal Contractor

Table A-2
Pre-Qualified Debris Removal Contractor

Company	Contact Information
CrowderGulf	5453 Business Parkway Theodore, AL 36582 800-992-6207

Annex B
SAMPLE PRESS RELEASES

For Immediate Release

Polk County, Florida – A (**INSERT TYPE OF WARNING OR WATCH**) has been issued for Polk County until (**TIME OF WATCH/WARNING EXPIRATION**)." In anticipation of what is likely to be a large debris-generating storm, residents are asked to secure or store all yard items that may become damaging projectiles. Residents should be advised that the County is prepared and has a plan in place to respond immediately following the event. Once dangerous conditions subside and roads have been cleared of obstructions, residents should bring any debris to the public right-of-way for removal.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Residents should separate clean, vegetative debris—woody burnable debris, such as limbs and shrubbery—from construction and demolition debris. Do not mix hazardous material—such as paint cans, aerosol sprays, batteries or appliances—with construction and demolition debris. Household garbage, tires or roof shingles cannot be combined with any storm debris.

Do not place debris near water meter vaults, fire hydrants or any other above-ground utilities. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, residents should continue to push remaining debris to the public right-of-way for collection on subsequent passes. Residential debris drop-off locations may be available within Polk County. Check Polk County's website (**INSERT WEBSITE)** for the location of these sites and the hours of operation, or call **INSERT NUMBER**. The website will also provide County office closure times/date (including garbage collection and County facilities). All reconstruction debris (that is, debris resulting from rebuilding) is the responsibility of the homeowner. Those items must be dropped off at the **INSERT LOCATION**.

Polk County residents are encouraged to stay indoors until dangerous winds have passed. Please tune into local news channels for updated weather information.

####

For Immediate Release

Polk County, Florida – Polk County is beginning its recovery process following **INSERT EVENT**. At this time residents are asked to place any storm-generated debris on the public right-of-way.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Keep vegetative debris—woody burnable debris, such as limbs and shrubbery—separated from construction and demolition debris, which will be collected separately. Bagged debris should not be placed on the public right-of-way, as only

loose debris will be collected. Any household hazardous waste, roof shingles or tires resulting from **INSERT EVENT**, may be eligible for removal and should be separated at the curb.

Do not place near any water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, residents should continue to push remaining debris to the right-of-way for collection on subsequent passes. Household garbage collection will resume its normal schedule on **INSERT DATE AND TIME**. Please check Polk County's website (**INSERT WEBSITE)** for additional information and updates on the debris removal process.

For more information, please call the County's debris hotline at **INSERT NUMBER**.

####

For Immediate Release

Polk County, Florida – Final preparations are being made for the third and potentially final pass for debris removal following **INSERT EVENT.**

Polk County residents should have all storm-generated debris in front of their homes on the public right-of-way—the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement—no later than **INSERT DATE** to be eligible for pick-up.

Polk County cannot guarantee that debris placed on the public right-of-way after the specified deadline will be removed.

Residents should continue to separate vegetative debris—woody burnable debris, such as limbs and shrubbery—and construction and demolition debris. Do not place debris near water meter vaults, fire hydrants or any other above-ground utilities. Hazardous household chemicals, such as paint cans and batteries, may be deposited at the **INSERT LOCATION.**

To follow the debris removal efforts in your neighborhood and the rest of the County, visit the Polk County website **INSERT WEBSITE**, or call **INSERT NUMBER**.

Annex C
DEBRIS ESTIMATE MODELS

Debris Volume Estimate Report

Polk County
Category 1

Cubic Yardage Estimate

Estimated 2011 Households	223,689
Storm Category	1
Vegetation Characteristic	Medium
Commercial/Industrial Density	Light
Storm Precipitation Characteristic	Light

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards		580,000
H =	number of households	=	223,689
C =	storm category factor in cubic yards	=	2
V =	vegetation characteristic multiplier	=	1.30
B =	commercial/business/industrial multiplier	=	1.00
S =	storm precipitation characteristic multiplier	=	1.00

Clean Woody Debris	435,000
Mixed C&D Debris	145,000
Total Debris	**580,000**

Cost Estimate

Clean Woody Debris Volume		435,000
Clean Woody Debris Rate	$	14.95
Clean Woody Debris Cost Estimate	$	6,503,250
Mixed C&D Debris Volume		145,000
Mixed C&D Debris Rate	$	14.95
Mixed C&D Debris Cost Estimate	$	2,167,750
Total Debris Removal Cost Estimate [1]	**$**	**8,671,000**
Total Monitoring Cost Estimate [2]	**$**	**1,734,200**
Total Debris Removal Cost Estimate	**$**	**10,405,200**

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
20	Foot Stack Height	6.67	Yards
	Volume Per Acre	32,267	CY/AC
	Total Debris Estimate	580,000	
	Debris Storage Requirement	17.98	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	**29.84**	**AC**

Notes:

[1] Source: USACE Hurricane Debris Estimating Model.

[2] Monitoring costs (including the administration of an extensive ROE program) estimated at 20% of total debris collection cost.

Debris Volume Estimate Report

Polk County
Category 2

Cubic Yardage Estimate

Estimated 2011 Households	223,689
Storm Category	2
Vegetation Characteristic	Medium
Commercial/Industrial Density	Light
Storm Precipitation Characteristic	Light

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards		2,330,000
H =	number of households	=	223,689
C =	storm category factor in cubic yards	=	8
V =	vegetation characteristic multiplier	=	1.30
B =	commercial/business/industrial multiplier	=	1.00
S =	storm precipitation characteristic multiplier	=	1.00

Clean Woody Debris	1,747,500
Mixed C&D Debris	582,500
Total Debris	**2,330,000**

Cost Estimate

Clean Woody Debris Volume		1,747,500
Clean Woody Debris Rate	$	14.95
Clean Woody Debris Cost Estimate	$	26,125,125
Mixed C&D Debris Volume		582,500
Mixed C&D Debris Rate	$	14.95
Mixed C&D Debris Cost Estimate	$	8,708,375
Total Debris Removal Cost Estimate [1]	**$**	**34,833,500**
Total Monitoring Cost Estimate [2]	**$**	**6,966,700**
Total Debris Removal Cost Estimate	**$**	**41,800,200**

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
20	Foot Stack Height	6.67	Yards
	Volume Per Acre	32,267	CY/AC
	Total Debris Estimate	2,330,000	
	Debris Storage Requirement	72.21	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	**119.87**	**AC**

Notes:

[1] Source: USACE Hurricane Debris Estimating Model.

[2] Monitoring costs (including the administration of an extensive ROE program) estimated at 20% of total debris collection cost.

Debris Volume Estimate Report

Polk County
Category 3

Cubic Yardage Estimate

Estimated 2011 Households	223,689
Storm Category	3
Vegetation Characteristic	Medium
Commercial/Industrial Density	Light
Storm Precipitation Characteristic	Light

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards		7,560,000
H =	number of households	=	223,689
C =	storm category factor in cubic yards	=	26
V =	vegetation characteristic multiplier	=	1.30
B =	commercial/business/industrial multiplier	=	1.00
S =	storm precipitation characteristic multiplier	=	1.00

Clean Woody Debris	5,670,000
Mixed C&D Debris	1,890,000
Total Debris	**7,560,000**

Cost Estimate

Clean Woody Debris Volume		5,670,000
Clean Woody Debris Rate	$	14.95
Clean Woody Debris Cost Estimate	$	84,766,500
Mixed C&D Debris Volume		1,890,000
Mixed C&D Debris Rate	$	14.95
Mixed C&D Debris Cost Estimate	$	28,255,500
Total Debris Removal Cost Estimate [1]	**$**	**113,022,000**
Total Monitoring Cost Estimate [2]	**$**	**22,604,400**
Total Debris Removal Cost Estimate	**$**	**135,626,400**

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
20	Foot Stack Height	6.67	Yards
	Volume Per Acre	32,267	CY/AC
	Total Debris Estimate	7,560,000	
	Debris Storage Requirement	234.30	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	**388.93**	**AC**

Notes:

[1] Source: USACE Hurricane Debris Estimating Model.

[2] Monitoring costs (including the administration of an extensive ROE program) estimated at 20% of total debris collection cost.

Debris Volume Estimate Report

Polk County
Category 4

Cubic Yardage Estimate

Estimated 2011 Households	223,689
Storm Category	4
Vegetation Characteristic	Medium
Commercial/Industrial Density	Light
Storm Precipitation Characteristic	Light

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards		14,540,000
H =	number of households	=	223,689
C =	storm category factor in cubic yards	=	50
V =	vegetation characteristic multiplier	=	1.30
B =	commercial/business/industrial multiplier	=	1.00
S =	storm precipitation characteristic multiplier	=	1.00

Clean Woody Debris	10,905,000
Mixed C&D Debris	3,635,000
Total Debris	**14,540,000**

Cost Estimate

Clean Woody Debris Volume		10,905,000
Clean Woody Debris Rate	$	14.95
Clean Woody Debris Cost Estimate	$	163,029,750
Mixed C&D Debris Volume		3,635,000
Mixed C&D Debris Rate	$	14.95
Mixed C&D Debris Cost Estimate	$	54,343,250
Total Debris Removal Cost Estimate [1]	**$**	**217,373,000**
Total Monitoring Cost Estimate [2]	**$**	**43,474,600**
Total Debris Removal Cost Estimate	**$**	**260,847,600**

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
20	Foot Stack Height	6.67	Yards
	Volume Per Acre	32,267	CY/AC
	Total Debris Estimate	14,540,000	
	Debris Storage Requirement	450.62	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	**748.03**	**AC**

Notes:

[1] Source: USACE Hurricane Debris Estimating Model.

[2] Monitoring costs (including the administration of an extensive ROE program) estimated at 20% of total debris collection cost.

Debris Volume Estimate Report

Polk County

Category 5

Cubic Yardage Estimate

Estimated 2011 Households	223,689
Storm Category	5
Vegetation Characteristic	Medium
Commercial/Industrial Density	Light
Storm Precipitation Characteristic	Light

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards		23,260,000
H =	number of households	=	223,689
C =	storm category factor in cubic yards	=	80
V =	vegetation characteristic multiplier	=	1.30
B =	commercial/business/industrial multiplier	=	1.00
S =	storm precipitation characteristic multiplier	=	1.00

Clean Woody Debris	17,445,000
Mixed C&D Debris	5,815,000
Total Debris	**23,260,000**

Cost Estimate

Clean Woody Debris Volume		17,445,000
Clean Woody Debris Rate	$	14.95
Clean Woody Debris Cost Estimate	$	260,802,750
Mixed C&D Debris Volume		5,815,000
Mixed C&D Debris Rate	$	14.95
Mixed C&D Debris Cost Estimate	$	86,934,250
Total Debris Removal Cost Estimate [1]	**$**	**347,737,000**
Total Monitoring Cost Estimate [2]	**$**	**69,547,400**
Total Debris Removal Cost Estimate	**$**	**417,284,400**

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
20	Foot Stack Height	6.67	Yards
	Volume Per Acre	32,267	CY/AC
	Total Debris Estimate	23,260,000	
	Debris Storage Requirement	720.87	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	**1,196.64**	**AC**

Notes:

[1] Source: USACE Hurricane Debris Estimating Model.

[2] Monitoring costs (including the administration of an extensive ROE program) estimated at 20% of total debris collection cost.

Annex D
DEBRIS MANAGEMENT SITE REPORT

Introduction

Following the 2004 debris-generating events, Polk County determined debris management site (DMS) locations. Due to substantial growth and development within the County, it is critical that potential DMS locations be reviewed annually. Precluding any change in the environment or within the sites, these sites will continue to be used. If these DMS cannot be available, the use of the following criteria will be needed to determine alternative DMS.

Criteria

The following criteria will be used to evaluate the suitability of sites as potential DMS locations:

County Owned Property

In order to eliminate potential costs associated with acquiring, leasing or operating on private property, County owned properties should be given higher weight and considered before exploring privately owned properties.

Proximity to High Population Density

The proximity of surveyed locations to neighborhoods, schools, businesses, high traffic thoroughfares and other areas of high population density must be taken into consideration and carefully evaluated. DMS located near high population densities increases traffic congestion and creates logistical and safety hazards for the community, particularly so in the wake of an event. With a concentrated population density throughout the County, avoiding DMS placement near neighborhoods, schools, businesses and high traffic thoroughfares is a challenge.

Ingress/Egress

Safe and adequate ingress and egress of the sites, along with efficient road access to routes leading to and from the sites, are critical to ensure efficient turnaround of debris collection vehicles.

Adherence to All Local, State and Federal Rules, Regulations and Ordinances

Local, State and federal rules, regulations and ordinances should be followed, including those pertaining to environmental quality and noise control. Though some disposal regulations are lifted following a State of Emergency, it is critical that all DMS operations meet Occupational

Safety and Health Administration (OSHA) safety requirements, as well as the operational procedures outlined by FDEP.

Proximity to Natural Running Water or Potable Water Wells

Before a DMS can be permitted for use, FDEP must be notified to perform a property assessment. The presence of any natural stream, creek, pond or lake, as well as any potable water wells, can hinder the permitting of a property.

Figure D-1
Site One – North Central Landfill

Figure D-2
Site Two – North East Landfill

Figure D-3
Site Three – South East Landfill

Figure D-4
Site Four – Fort Meade

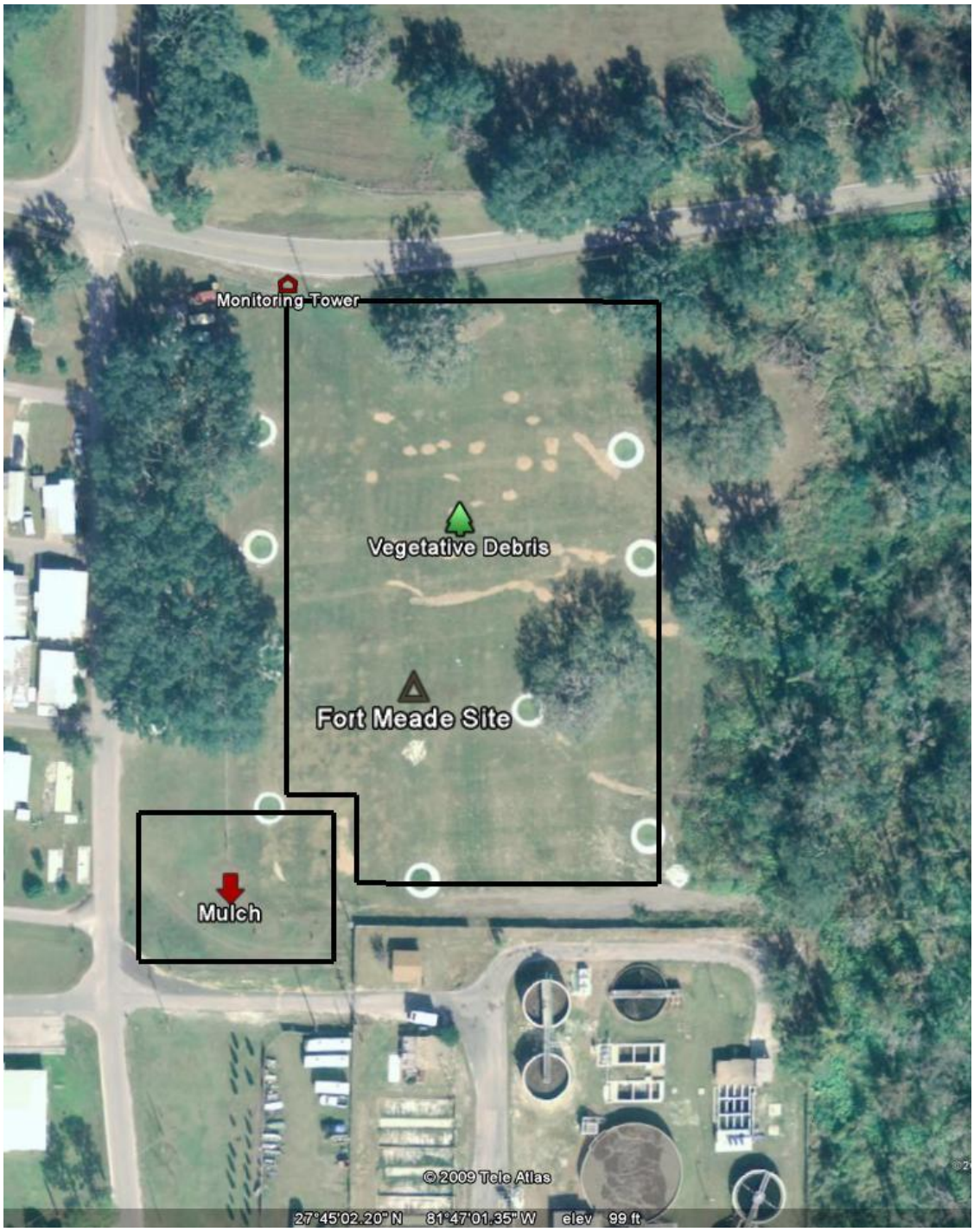


Figure D-5
Site Five – Carter Road Park

Figure D-6
Site Six – Willow Ranch

Figure D-7
Site Seven – Hatchineha Road

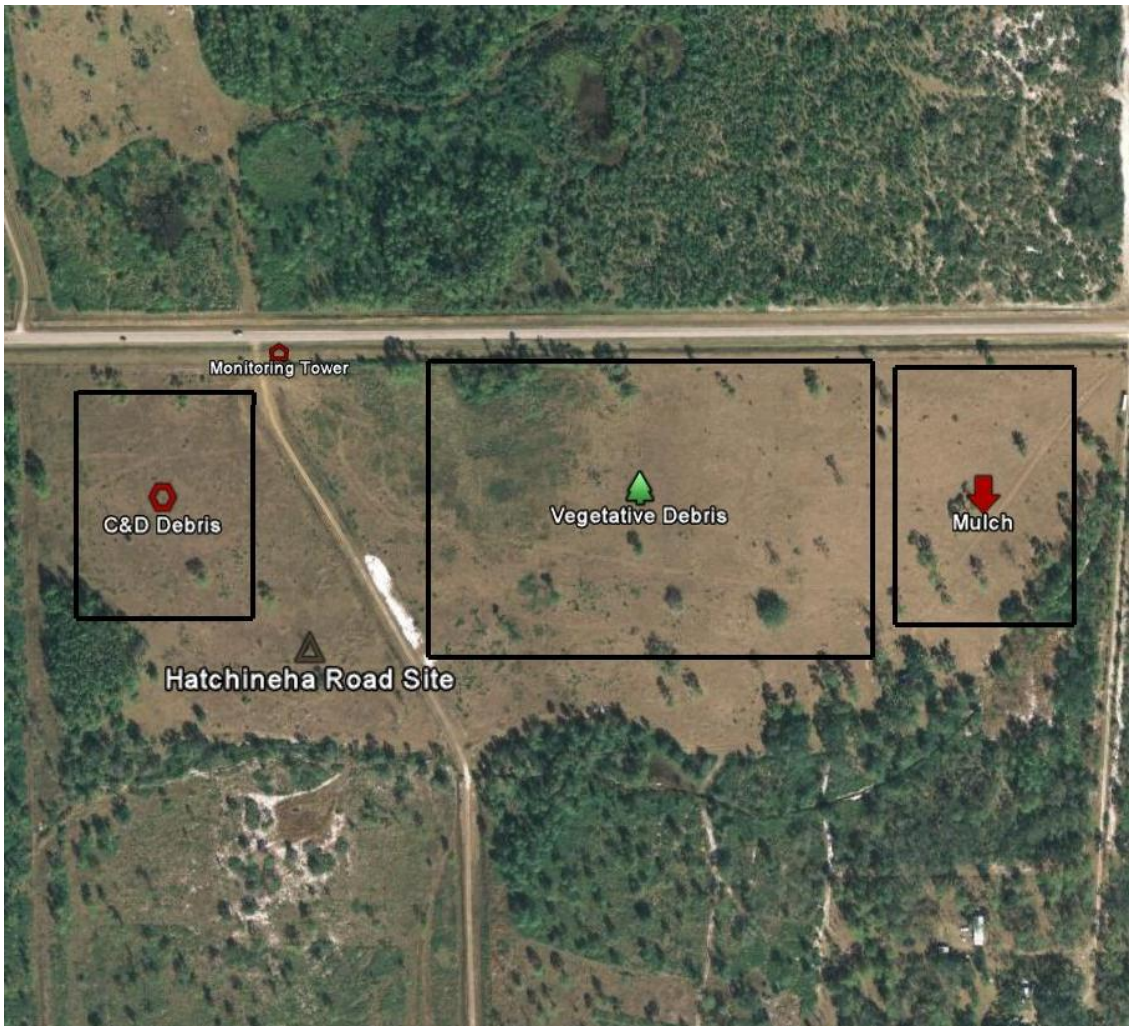


Figure D-8
Pre-Authorized Debris Management Sites

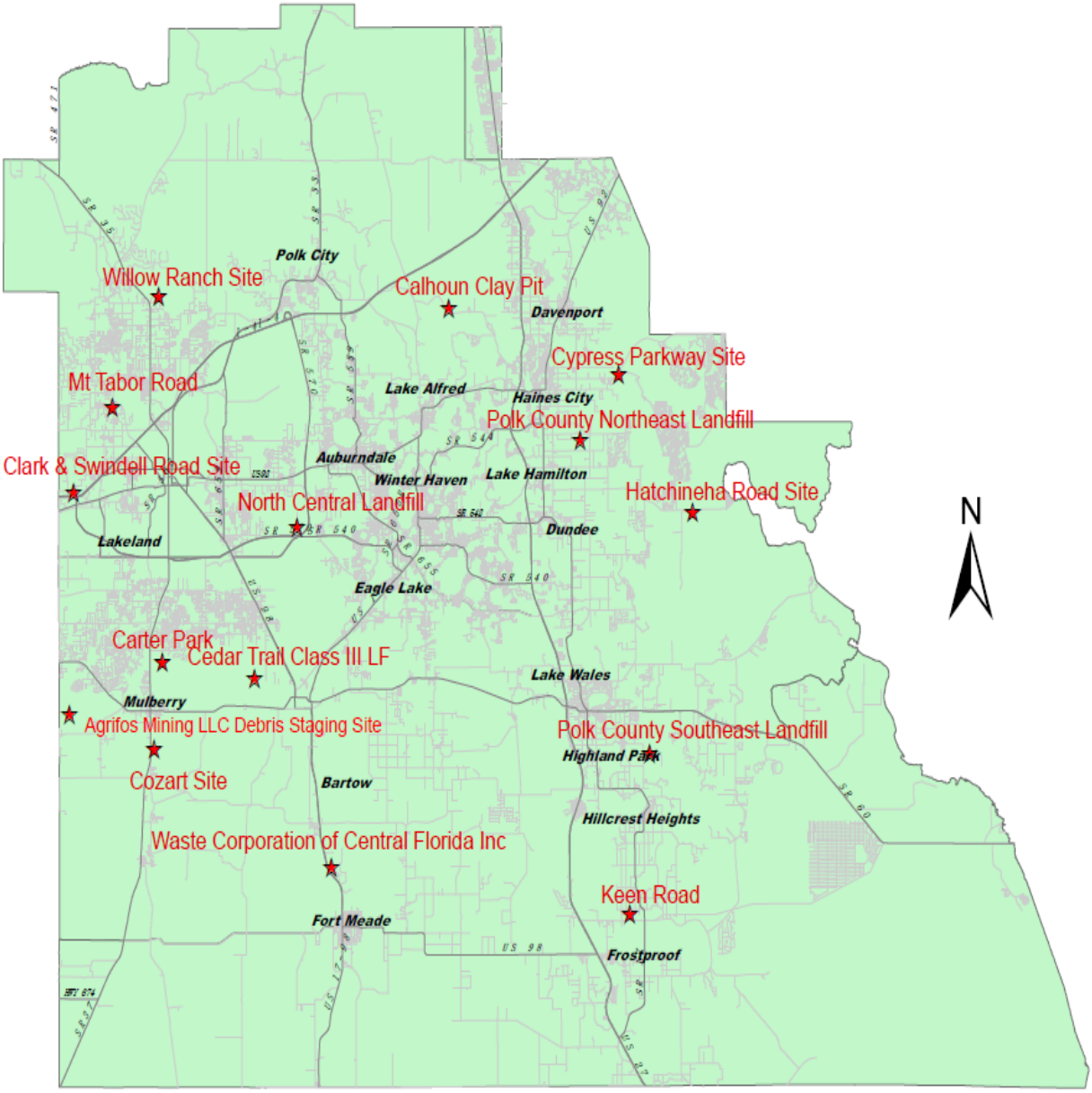


Table D-1
Debris Management Site Matrix

Site	Site One - North Central Landfill	Site Two - Northeast Landfill	Site Three - Southeast Landfill	Site Four - Fort Meade	Site Five - Carter Road Park	Site Six - Willow Ranch	Site Seven - Hatchineha Road Site
Location	10 Environmental Loop Winter Haven, FL 33880	4001 Bannon Island Road Hines City, FL 33844	2750 Golfview Cut-Off Road Lake Wales, FL 33844	Corner of East Broadway Street and North Edgewood, Fort Meade	One mile east of SR 37 on West Carter Road within Carter Road Regional Park	North SR 98 left onto Hall Road in Northwest Lakeland	Just east of Firetower Road
GPS	N 28º1'0.22" W 81º50'25.27"	N 28º04'29.54" W 81º35'35.95"	N 27º52'00.42" W 81º31'32.77"	N 27º45'04.78" W 81º47'03.05"	N 27º55'42.53" W 81º57'57.76"	N 28º10'08.31" W 81º58'08.83"	N 28º01'36.84" W 81º29'10.64"
Estimated usable acres (How many acres are clear land)	42	29	8	4	3	23	38
Ranking (Primary, secondary, not recommended)	Primary	Primary	Primary	Primary	Secondary	Secondary	Secondary
Ingress/Egress (Easy access for trucks, ability to queue truck, etc.)	Excellent ingress/egress and ability to queue trucks	Excellent ingress/egress and ability to queue trucks	Excellent ingress/egress and ability to queue trucks	Sufficient ingress/egress and ability to queue trucks	Excellent ingress/egress and ability to queue trucks	Sufficient ingress/egress and ability to queue trucks	Excellent ingress/egress and ability to queue trucks
Level of site preparation needed (Minimal, medium or lots of preparation needed)	Minimal	Minimal	Minimal	Minimal	Minimal	Minimal	Minimal
Property current land use (Existing	Existing open landfill	Closed landfill	Closed landfill	Open field	Open field	Open field	Open field

Site	Site One - North Central Landfill	Site Two - Northeast Landfill	Site Three - Southeast Landfill	Site Four - Fort Meade	Site Five - Carter Road Park	Site Six - Willow Ranch	Site Seven - Hatchineha Road Site
structures, open field, etc.)							
Property topography (Flat, hilly, pit, etc.)	Flat	Flat	Usable area; flat	Flat	Flat	Flat	Flat
Environmental issues (Any issues, standing structures, wildlife, etc.)	N/A	N/A	N/A	N/A	Existing wetlands to the north of sight, but sufficient buffer distance	N/A	N/A
Type of ground (Sand, grass, usable dirt)	Grass/usable dirt	Grass/usable dirt	Grass/usable dirt	Grass/usable dirt	Grass/usable dirt	Grass/usable dirt	Grass/usable dirt
Open water sources (Any standing water on site)	N/A	N/A	N/A	N/A	No open water sources on site, but wetlands to the north	N/A	N/A
Site security (Any fence, would site be easy to secure?)	Yes, secure site	Yes, secure site	No, easily secured	No, easily secured	No, easily secured	No, easily secured	No, easily secured
Debris processing (Open burning, pit burning, grinding)	Site feasible for grinding or burning operations	Site feasible for grinding or burning operations	Site feasible for grinding or burning operations	Site feasible for grinding only due to proximity to residential homes	Site feasible for grinding or burning operations	Site feasible for grinding or burning operations	Site feasible for grinding or burning operations
Site able to handle large volume of trucks (Yes/No, access	Yes	Yes	Yes	Sufficient ability to handle large volume of trucks	Sufficient ability to handle large volume of trucks	Yes	Yes

Site	Site One - North Central Landfill	Site Two - Northeast Landfill	Site Three - Southeast Landfill	Site Four - Fort Meade	Site Five - Carter Road Park	Site Six - Willow Ranch	Site Seven - Hatchineha Road Site
road speed, traffic)							
Comments	Used in 2004	Used in 2004	Used in 2004	Used in 2004; Drawback: Close proximity to residential neighborhoods	Used in 2004; Drawback: In heavy rain conditions, dirt road may hinder accessibility of trucks	Proposed new environmental lands of open pasture	Open pasture

Table D-2
Pre-Authorized Debris Management Sites

Location	Grid Coordinates		Types of Debris Managed	Address	WACS ID
	Latitudes	Longitudes			
Willow Ranch Site	28:10:8.42	81:57:58.97	Yard Trash	9305 Hall Road, Bartow	100779
Calhoun Clay Pit	28:9:40.18	81:42:19.22	Yard Trash	0 Polk City Road, Davenport	100772
Waste Corporation of Central Florida Inc	27:47:31.91	81:48:42.12	Yard Trash	0 Pembroke Road	88561
North Central Landfill	28:1:0.46	81:50:30.68	Yard Trash	10 Environmental Loop Road, Winter Haven	49722
Cozart Site	27:52:11.77	81:58:14.17	Yard Trash	2701 Cozart Road, Mulberry	100774
Clark & Swindell Road Site	28:2:23.2	82:2:33.35	Yard Trash	Corner of Clark & Swindell Roads, Lakeland	100778
Mt Tabor Road	28:5:44.36	82:0:29.01	Yard Trash	0 Mt Tabor Road, Lakeland	100777
Keen Road	27:45:37.21	81:32:39.11	Yard Trash	Corner of Keen Road&	100776

				Murray Road, Frostproof	
Hatchineha Road Site	28:1:31.32	81:29:11.21	Yard Trash	12401 Hatchineha Road, Haines City	100775
Cypress Parkway Site	28:6:59.95	81:33:8.75	Yard Trash	Corner of Lake Marion Creek Rd & Cypress Pkwy, Haines City	100771
Polk County Northeast Landfill	28:4:24.74	81:35:14.93	Yard Trash	4001 Bannon Island Road, Lake Hamilton	49777
Polk County Southeast Landfill	27:52:0.54	81:31:32.15	Yard Trash	Golfvierw Cutoff Road, Babson Park	49723
Carter Park	27:55:38.4	81:57:47.34	Yard Trash	500 West Carter Road, Mulberry	100773
Cedar Trail Class III LF	27:55:0.28	81:52:48.4	Yard Trash	1881 E F Griffin Road, Bartow	51484
Agrifos Mining LLC Debris Staging Site	27:53:33.93	82:2:46.37	Yard Trash	Nichols Road, Mulberry	100770

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
FORCE ACCOUNT LABOR SUMMARY RECORD

PAGE _____ OF _____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER
LOCATION/SITE		CATEGORY	PERIOD COVERING
DESCRIPTION OF WORK PERFORMED			

NAME / JOB TITLE	DATES AND HOURS WORKED EACH WEEK								COSTS				
	DATE								TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS
NAME	REG.												
JOB TITLE	O.T.												
NAME	REG.												
JOB TITLE	O.T.												
NAME	REG.												
JOB TITLE	O.T.												
NAME	REG.												
JOB TITLE	O.T.												

TOTAL COSTS FOR FORCE ACCOUNT LABOR REGULAR TIME _____ $

TOTAL COST FOR FORCE ACCOUNT LABOR OVERTIME _____ $

I CERTIFY THAT THE INFORMATION ABOVE WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

FEMA Form 90-123, FEB 06

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
MATERIALS SUMMARY RECORD

PAGE _____ OF _____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER
LOCATION/SITE		CATEGORY	PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

VENDOR	DESCRIPTION	QUAN.	UNIT PRICE	TOTAL PRICE	DATE PURCHASED	DATE USED	INFO FROM (CHECK ONE) INVOICE	STOCK
GRAND TOTAL _____								

I CERTIFY THAT THE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

FEMA Form 90-124, FEB 06

		LOAD TICKET **#**
Applicant:	**Disaster #**	
Program:	**Contractor:**	
Truck # :	**Truck Capacity:**	
House # :	**Street / Load Origin:**	**Zone #:**

Debris Classification:

- ☐ Vegetative/Woody
- ☐ Mixed
- ☐ Construction & Demolition
- ☐ White Goods
- ☐ Household Hazardous Waste
- ☐ Animal Carcasses
- ☐ Hazardous Materials / Toxic
- ☐ Other:_____

Driver's Name:	**Odometer:**
Loading Time:	**Loading Date:**
Monitor Name (print):	**I.D. #**

TDSRS / Disposal Site Location:	**Odometer:**
Load Call (%):	**Weight (tons):**
Disposal Time:	**Disposal Date:**
Monitor Name (print):	**I.D. #**
Contractor Name (print):	**I.D. #**
Notes:	

White - Applicant *Green and Yellow - Contractor* *Pink - Driver* *Gold - Site Copy*

	HAULOUT TICKET **#**
Applicant:	**Disaster #**
Program:	**Contractor:**
Truck # :	**Truck Capacity:**
TDSR Site:	
Haulout Debris Classification: ☐ Vegetative Mulch ☐ Ash ☐ C & D Mulch ☐ C & D Compacted	☐ White Goods ☐ Hazardous Materials / Toxic ☐ Household Hazardous Waste ☐ Other:_____
Driver's Name:	**Loading Odometer:**
Loading Time:	**Loading Date:**
Monitor Signature:	**I.D. #**
Disposal Site Location:	**Disposal Odometer:**
Load Call (%):	**Weight (tons / lbs.)**
Disposal Time:	**Disposal Date:**
Monitor Name (print):	**I.D. #**
Contractor Name (print):	**I.D. #**
Notes:	
White - Applicant *Green and Yellow - Contractor* *Pink - Driver* *Gold - Site Copy*	

	UNIT RATE TICKET # **Applicant:**
Disaster #	
Program: ☐ Parks ☐ Right-of-Entry ☐ Time & Materials ☐ ROW Lean/Hanger ☐ Stumps ☐ _____	
Contractor:	**Crew # :**
Survey Item # :	**GPS:** **N:** **W:**
House # :	**Street Name:** **Zone #:**
Parcel # :	**ROE # :**
Contract Rate Code: 1 3 5 7 9 2 4 6 8 Other: _____	
Contract Rate Sub-Code A C E G I B D F H Other: _____	
Unit Count:	**Measurement:**
Start Time: A P	**End Time:** A P **Date:**
Monitor Name (print):	**I.D. #**
Contractor Name (print):	**I.D. #**
Notes:	
White - Applicant *Green and Yellow - Contractor* *Pink - Driver* *Gold - Site Copy*	

Annex F
HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY

FEMA

RECOVERY POLICY - RP9523.11

I. TITLE: **Hazardous Stump Extraction and Removal Eligibility**

II. DATE: May 1, 2006

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two

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FEMA
RECOVERY POLICY - RP9523.11

feet from the ground), with the consensus of the Applicant and the State, and is approved in advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps – the same equipment is used to pick up "regular" debris can be used to pick up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level, and the cut portion included with regular vegetative debris. Straightening or bracing of trees is not eligible for reimbursement.

VIII. **ORIGINATING OFFICE:** Recovery Division (Public Assistance Branch)

IX. **SUPERSESSION:** This Policy Directive supersedes all previous guidance on this subject.

X **REVIEW DATE:** Three years from the date of publication.

David Garratt
Acting Director of Recovery
Federal Emergency Management Agency

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Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Annex G
SAMPLE RIGHT-OF-ENTRY AGREEMENT

Right-of-Entry Form

I/We_____, the

Owner (s)/leaseholder(s) of the property commonly identified as _____

_____,
(street address)

Located in Polk County, Florida, (the "Property") do grant and give freely, without coercion, the right of access and entry to the Property to Polk County, the State of Florida, the United States Government, the Federal Emergency Management Agency (FEMA), and their agencies, contractors and subcontractors, for the purpose of removing and clearing any or all sand and storm-generated debris of whatever nature from the Property.

It is fully understood that this Agreement is not an obligation to perform sand and debris removal. The undersigned agrees and warrants to hold harmless Polk County, the State of Florida, the United States Government, the Federal Emergency Management Agency (FEMA), and their agencies, contractors and subcontractors, for damage of any type whatsoever, either to the Property or persons situated on the Property, and releases, discharges and waives any action, either legal or equitable, that might arise out of any activities on the Property.

I/We (have_____, have not_____) (will_____, will not_____) received any compensation for sand or debris removal from any other source, including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program. I will report to Polk County any insurance settlements to me or my family for sand or debris removal from the Property that has been performed at government expense. For the consideration and purposes set forth in this Agreement, I set my hand this ____ day of _____, 20____.

_____
Owner/Leaseholder

_____

_____
Address

_____
Telephone Number

FEMA RECOVERY

FACT SHEET RP9580.201

Debris Contracting Guidance

Overview

Debris removal and monitoring contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) §13.36, **Procurement** in order to be eligible for reimbursement under the Public Assistance Program. This fact sheet assists Public Assistance applicants with meeting procurement requirements established in 44 CFR Part 13, as well as other Public Assistance Program eligibility requirements, when procuring debris removal and monitoring contracts. Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13.

Contract Procurement

To be eligible for Federal funding, applicants must comply with federal procurement standards as outlined in 44 CFR, §13.36, **Procurement**. Essential elements of the procurement process for debris removal and monitoring contracts include: competition; a clear and definitive scope of work; qualified bidders (documented by licenses, financial records, proof of insurance, and bonding, as applicable); a cost analysis to demonstrate cost reasonableness; compliance with all relevant local, State, and Federal requirements, laws and policies; and, clear documentation of the process/rationale followed in making procurement decisions. Federal regulations require applicants for Public Assistance grants to take the necessary steps to ensure there are opportunities to award contracts to minority, women-owned, and Labor Surplus Area businesses and firms whenever possible. This includes contracts with local organizations, firms, and individuals that support response and recovery activities in a declared major disaster or emergency area. Applicants' legal representatives should review their procurement process and any contract to be awarded to ensure they are in compliance with all Federal, State, and local requirements. Procurement policies must include procedures to handle protests and disputes related to contracts awarded. ***FEMA will, when requested by applicants, assist in the review of debris removal contracts. However, such a review does not constitute approval.***

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RECOVERY FACT SHEET RP9580.201

DEBRIS CONTRACTING GUIDANCE

In order to ensure that debris removal and monitoring contracting costs are eligible, applicants should:

☐ Use competitive bidding procedures to meet procurement requirements for Federal grants, as established in 44 CFR § 13.36, *Procurement*.

☐ Only use abbreviated emergency procurement procedures that include an expedited competitive bid process if time does not allow for more stringent procedures and if they are allowed under State or local laws, codes, or ordinances.

☐ Provide a clear and definitive scope of work in the request for proposals/bids.

☐ Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.

☐ Ensure that debris removal or monitoring contract costs are reasonable and necessary as defined and required by OMB Circular A-87 and 44 CFR Part 13. *Competitively bid contracts that comply with Federal, State, and local procurement regulations and procedures will establish reasonable costs for the work.*

☐ Complete and document a cost analysis to demonstrate price reasonableness on any contract or contract modification where adequate price competition is lacking, as detailed in 44 CFR § 13.36(f). See Attachment 1, *Debris Removal Contract Cost Analysis*, for guidance on completing a cost analysis.

Cost Analysis

Pursuant to 44 CFR § 13.36, **Procurement**, Public Assistance applicants must complete a cost analysis for *any contract or contract modification where price competition is lacking*. Failure to complete a cost analysis may jeopardize FEMA Public Assistance grant funding. Applicants are encouraged to complete a cost analysis using the attached *Debris Removal Contract Cost Analysis*. Applicants are also encouraged to file documentation supporting the cost analysis with all associated contract documents.

Upon request, FEMA will provide guidance as necessary in the cost analysis process. Such a review does not constitute approval when determining the eligibility of costs for reimbursement under FEMA's Public Assistance Program.

Pre-Disaster and Standby Contracts

Applicants are encouraged to pre-qualify debris removal contractors prior to an event and solicit bid prices from this list of contractors once an event has occurred to ensure competitive bidding and obtain reasonable market prices at the time of work performed. The solicitation for pre-qualifying contractors

RECOVERY FACT SHEET RP9580.201

DEBRIS CONTRACTING GUIDANCE

should adequately define in the proposed scope of work all potential debris types, anticipated haul distances, and size of events for which a contract may be activated.

Debris Removal Contract Provisions

All debris removal contracts must contain the following provisions:

☐ All payment provisions must be based on unit prices (volume or weight).

☐ Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event.

> *Note:* FEMA will typically only reimburse applicants for a time and materials contract for eligible debris clearance during the first 70 hours following a declared disaster. After 70 hours of work, the applicant should have sufficient information on the scope of work necessary to complete debris collection and disposal, and a basis for estimating a reasonable cost for the contract work to effectively solicit a lump sum or unit price contract. For some types of debris work time and materials contracts may be the most cost-effective and best suited to the type of work. Applicants should work closely with the State and FEMA when awarding such contracts to ensure eligibility requirements are met.

☐ Payment will be made only for debris that FEMA determines eligible. (This is an optional provision to protect the applicant.)

☐ Contractors must submit invoices regularly and for no more than 30-day periods.

☐ A "Termination for Convenience" clause allowing contract termination at any time for any reason.

☐ A time limit on the period of performance for the work to be done.

☐ A subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and a list of subcontractors the contractor plans to use.

☐ A requirement that the contractor use mechanical equipment to load and reasonably compact debris into the trucks and trailers.

☐ A requirement that the contractor provide a safe working environment.

☐ A requirement that all contract amendments and modifications will be in writing.

RECOVERY FACT SHEET RP9580.201

DEBRIS CONTRACTING GUIDANCE

☐ A requirement that contractors must obtain adequate payment and performance bonds and insurance coverage.

Debris Monitoring Contracts

Applicants must monitor all debris removal operations. Applicants must document all eligible debris removal expenses as a condition of receiving Public Assistance funding. Applicants may use contractors to monitor their debris removal operations. In addition to the guidance provided above, applicants should consider the following when procuring debris monitoring contracts:

☐ Debris monitoring contracts must be competitively procured as required by 44 CFR § 13.36, **Procurement**.

☐ Debris monitors should not be employed by or affiliated with the debris removal contractor.

☐ Debris monitoring contracts are typically time and materials contracts and must contain a not-to-exceed clause, pursuant to 44 CFR § 13.36, **Procurement**.

☐ The contract should include a requirement that the contractor provide a safe working environment, including properly constructed monitoring towers.

☐ Use of a load ticket system to record with specificity (e.g., street address, GPS coordinates) where debris is collected and the amount picked up, hauled, reduced, and disposed of.

☐ Debris monitors should be trained and possess skills adequate to fulfill the duties of the job. Labor rates should be commensurate with the skill level required by the job function. **Professional engineers and qualifications are not required to perform monitoring duties.**

☐ The contractor should demonstrate that its staff is familiar with FEMA debris removal eligibility criteria.

Avoidance Checklist

☐ **DO NOT:** Award a debris removal or debris monitoring contract on a sole-source basis.

☐ **DO NOT:** Sign a contract (including one provided by a contractor) until your legal representative has thoroughly reviewed it.

☐ **DO NOT:** Allow any contractor to make eligibility determinations; only FEMA has authority to make final eligibility determinations.

RECOVERY FACT SHEET RP9580.201

DEBRIS CONTRACTING GUIDANCE

☐ **DO NOT:** Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors.

☐ **DO NOT:** Award a contract to develop and manage debris management sites, unless the debris sites are part of your approved debris management plan or you contact the State or FEMA for technical assistance concerning the need for such an operation. Temporary Debris Storage and Reduction sites are not always necessary.

☐ **DO NOT:** Allow separate line item payment for stumps 24 inches and smaller in diameter; you should treat these stumps as normal debris.

☐ **DO NOT:** "Piggyback" or utilize a contract awarded by another entity. "Piggybacking" may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA funding because these contracts do not meet requirements for competition established in 44 CFR § 13.36. If an applicant requests reimbursement for costs it incurred from a piggyback contract, FEMA will determine the reasonable cost for the performance of eligible work.

☐ **DO NOT:** Award pre-disaster/stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.

☐ **DO NOT:** Allow for markups due to errors in volume calculations.

☐ **DO NOT:** Allow for miscellaneous items, or for contract contingencies of any kind, including "unknowns."

See Attachment 2, *Debris Operations Contract Bid Sheet,* for additional guidance on debris contracts.

Deborah Ingram
Acting Assistant Administrator
Recovery Directorate

9/27/10
Date

Attachments (2)

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FEMA RECOVERY

FACT SHEET 9580.201

ATTACHMENT 1:
Debris Removal Contract Cost Analysis

This guidance is intended to assist Public Assistance applicants in complying with the requirements of 44 CFR Part 13.36, **Procurement**, for debris operation contracts or contract modifications where adequate price competition is lacking.

When to Conduct a Cost Analysis

Applicants should complete a cost analysis when one of the following conditions applies:

- The applicant has not received two or more priced bids from responsible bidders after soliciting a number of sources;
- Services can only be provided by a single source;
- The awarding agency authorizes noncompetitive proposals;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; or
- The procurement is a contract modification or change order.

General Contract Review

In order to conduct a cost analysis, applicants should request cost documentation from their debris contractors. This documentation should contain a detailed breakdown of costs for each item of work activity and information on how the contractor arrived at its costs, including, but not limited to:

- Number of labor hours,
- Labor rates,
- Materials (types, quantities, and costs),
- Equipment hours,
- Equipment rates, or
- Unit costs

Applicants are encouraged to verify the mathematical accuracy of the cost documentation by recalculating the contractor's cost figures. Applicants should also review the proposed contract's scope

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RECOVERY FACT SHEET RP9580.201

ATTACHMENT 1: Debris Removal Contract Cost Analysis

of work for cost reasonableness to ensure that the proposed scope does not fall under an existing contract.

Applicants should ensure that the contract does not use prohibitive contracting methods per 44 CFR § 13.36(f)(4), including:

1. Cost plus a percentage of cost – this is a contract that provides a specified percentage profit over and above the actual costs of construction; and
2. Percentage of construction cost.

Labor Rate Analysis

Applicants may determine the reasonableness of labor rates by:

1. Comparing the proposed labor category rates with the labor rates in another contract that was competitively bid;
2. Matching rates for each labor category to an acceptable source (e.g. RS Means);
3. Verifying that the classification of each worker and skill level proposed in the contract are reasonable and necessary for the scope of work. For example, a contractor should not propose using an experienced supervisor rate or worker with professional qualifications for work that can be done by a low skilled laborer (e.g., using a professional engineer for debris monitoring). In this case, the supervisor labor classification is unreasonable and should be adjusted to the appropriate labor classification that is more commensurate with the type of work being performed; and
4. Verifying that the proposed number of labor hours are reasonable for the scope of work.

Equipment Rate Analysis

Applicants may determine the reasonableness of equipment rates by:

1. Comparing the proposed equipment rates with the equipment rates in another contract that was competitively bid (if a change order, compared rates to the original contract);
2. Comparing the proposed equipment rates to FEMA's Schedule of Equipment Rates, available at www.fema.gov;
3. Matching equipment rates for each piece of equipment to an acceptable source (e.g., EquipmentWatch);
4. Verifying that the type of equipment proposed is reasonable and necessary for the scope of work;
5. Verifying that the number of units (normally hours) of equipment usage necessary to complete the work is reasonable considering the specific scope of work; and
6. Verifying that there are no contract provisions for the following items with regard to the

RECOVERY FACT SHEET RP9580.201

ATTACHMENT 1: Debris Removal Contract Cost Analysis

proposed equipment costs:

- Mobilization costs
- Standby costs

Unit Rate Analysis

Applicants may determine the reasonableness of unit rates by:

1. Verifying that the unit of measurement (i.e. cubic yard, weight, each, etc.) is appropriate for the scope of work (if the contractor quoted a unit rate price); and
2. Comparing the proposed unit rates with similar rates in another contract that was competitively bid (if a change order, comparing rates to the original contract).

Materials and Supplies Analysis

Applicants should review the materials and supplies included in the contract proposal and ensure that all costs are reasonable.

(Scope of Work) Volume Estimates

In some circumstances, a contractor will include debris volume estimates in support of its proposed costs. Contractors develop these estimates using aerial and ground assessments, forecasting and estimating models (e.g., USACE hurricane debris models and photographs), side scan sonar and other methodologies.

Applicants should request hard copies of volume estimates and all supporting documentation in order to determine if the methodology that the contractor used to estimate debris was an acceptable and reasonable methodology. Applicants should also verify that the volume estimates are reasonable and accurate.

Price Analysis for Competitively Bid Contracts

Applicants are required by 44 CFR Part 13.36(f)(1) to perform a price analysis in all other instances (i.e., for competitively bid contracts when price competition is adequate), to determine the reasonableness of the proposed contract price. Price analyses may incorporate an evaluation of: historic documentation for similar work; average costs for similar work in the area; published unit costs from the national cost estimating databases; and FEMA cost codes, equipment rates, and engineering and design service curves. Upon request, FEMA will assist applicants in the review of these contracts and provide guidance as necessary.

FEMA RECOVERY

FACT SHEET R9580.201

ATTACHMENT 2:
Debris Operations Contract Bid Sheet

Overview

Public Assistance applicants may use the following debris operations bid sheet as a template when issuing requests for proposals and soliciting contract bids for debris removal work. Use of a standard bid sheet will help Public Assistance applicants to compare and analyze bids, resulting in a more effective procurement process. **The bid sheet serves only as a guide for soliciting requests for debris removal services; use of the bid sheet is not a requirement for Public Assistance funding.** Please refer to the *Debris Operations Contracting and Cost Analysis* (Attachment 1) for guidance on complying with procurement requirements established in 44 CFR Part 13, **Procurement**.

Debris Operations Bid Sheet

The debris operations bid sheet is presented on the next three pages. The remainder of this section is intentionally left blank.

Prepared By: Public Assistance Division Page 1 of 4

FEMA RECOVERY

FACT SHEET R9580.201

ATTACHMENT 2:
Debris Operations Contract Bid Sheet

SAMPLE Debris Bid Sheet

SAMPLE Category	SAMPLE Field Name and Description	SAMPLE Unit	Cost per Unit	Estimated Total Units	Total
Vegetative Collect and Haul	0-15 Miles Veg from Right of Way (ROW) to Debris Management Site (DMS) *Vegetative collect and removal for a haul distance up*	CY	999999	999999	99,999,999.00
	16-30 Miles Veg from ROW to DMS *Vegetative collect and removal for a haul distance up between 16 and 30 miles*	CY	999999	999999	99,999,999.00
	31-60 Miles Veg from ROW to DMS *Vegetative collect and removal for a haul distance between 31 and 60 miles*	CY	999999	999999	99,999,999.00
	60+ Miles Veg from ROW to DMS *Vegetative collect and removal for a haul distance greater than 60 miles*	CY	999999	999999	99,999,999.00
	Single Price Veg from ROW to DMS *A single price vegetative collect and removal for any haul distance*	CY	999999	999999	99,999,999.00
Management and Reduction	Grinding *Grinding/chipping vegetative debris*	CY	999999	999999	99,999,999.00
	Air Curtain Burning *Air Curtain Burning vegetative debris*	CY	999999	999999	99,999,999.00
	Open Burning *Open Burning vegetative debris*	CY	999999	999999	99,999,999.00
	Compacting *Compacting vegetative debris*	CY	999999	999999	99,999,999.00
	Debris Management Site Management *Preparation, management, and segregating at debris management site*	CY	999999	999999	99,999,999.00
C & D Collect and Haul	0-15 Miles C&D from ROW to DMS *C&D collect and removal for a haul distance up to 15 miles*	CY	999999	999999	99,999,999.00
	16-30 Miles C&D from ROW to DMS *C&D collect and removal for a haul distance between 16 and 30 miles*	CY	999999	999999	99,999,999.00
	31-60 Miles C&D from ROW to DMS *C&D collect and removal for a haul distance between 31 and 60 miles*	CY	999999	999999	99,999,999.00
	60+ Miles C&D from ROW to DMS *C&D collect and removal for a haul distance greater than 60 miles*	CY	999999	999999	99,999,999.00
	Single Price C&D from ROW to DMS *A single price C&D collect and removal for any haul distance*	CY	999999	999999	99,999,999.00

THIS SAMPLE BID SHEET IS INTENDED FOR INFORMATIONAL PURPOSES ONLY. IT SHOULD NOT BE SUBMITTED TO FEMA.

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RECOVERY FACT SHEET DAP9580.201

ATTACHMENT 2: DEBRIS OPERATIONS CONTRACT BID SHEET

Final Disposal	0-15 Miles from DMS to Final Disposal *Transport processed debris from DMS to final disposal 0-15 Miles*	CY	999999	999999	99,999,999.00
	16-30 Miles from DMS to Final Disposal *Transport processed debris from DMS to final disposal 16-30 Miles*	CY	999999	999999	99,999,999.00
	31-60 Miles from DMS to Final Disposal *Transport processed debris from DMS to final disposal 31-60 Miles*	CY	999999	999999	99,999,999.00
	60+ Miles from DMS to Final Disposal *Transport processed debris from DMS to final disposal 60+ Miles*	CY	999999	999999	99,999,999.00
	Single Price from DMS to Final Disposal *A single price transport of processed debris from DMS to final disposal*	CY	999999	999999	99,999,999.00
	Tipping Fees (Vegetative) *Fee includes negotiated contract price or pass through amount for vegetative*	CY	999999	999999	99,999,999.00
	Tipping Fees (Mix) *Fee includes negotiated contract price or pass through amount for Mix*	CY	999999	999999	99,999,999.00
	Tipping Fees (C&D) *Fee includes negotiated contract price or pass through amount for C&D*	CY	999999	999999	99,999,999.00
Tree Operations	Hazardous Trees 6"-12" *Hazardous tree removal for a 6-12 inch trunk diameter*	Tree	999999	999999	99,999,999.00
	Hazardous Trees 13"-24" *Hazardous tree removal for a 13-24 inch trunk diameter*	Tree	999999	999999	99,999,999.00
	Hazardous Trees 25"-36" *Hazardous tree removal for a 25-36 inch trunk diameter*	Tree	999999	999999	99,999,999.00
	Hazardous Trees 37"-48" *Hazardous tree removal for a 37-48 inch trunk diameter*	Tree	999999	999999	99,999,999.00
	Hazardous Trees 49"+ *Hazardous tree removal for a 49+ inch trunk diameter*	Tree	999999	999999	99,999,999.00
	Trees with Hazardous Limbs >2" *Hazardous hanging limb removal*	Tree	999999	999999	99,999,999.00
	Hazardous Sumps >24"-36" *Hazardous stump removal for a 24-36 inch stump diameter*	Stump	999999	999999	99,999,999.00
	Hazardous Sumps >37"-48" *Hazardous stump removal 37-48 inch stump diameter*	Stump	999999	999999	99,999,999.00
	Hazardous Sumps >49"+ *Hazardous stump removal 49+ inch stump diameter*	Stump	999999	999999	99,999,999.00
	Stump Fill Dirt *Fill dirt for stump holes after removal*	CY	999999	999999	99,999,999.00

THIS SAMPLE BID SHEET IS INTENDED FOR INFORMATIONAL PURPOSES ONLY. IT SHOULD NOT BE SUBMITTED TO FEMA.

Prepared by Public Assistance Division Page 3 of 4

RECOVERY FACT SHEET DAP9580.201

ATTACHMENT 2: DEBRIS OPERATIONS CONTRACT BID SHEET

Specialty Removal	Waterway Debris Removal *Debris Removal from canals, rivers, creeks, streams, and ditches*	CY	999999	999999	99,999,999.00
	Sand Collection and Screening *Pick up, screen, and return debris laden sand/mud/dirt/rock*	CY	999999	999999	99,999,999.00
	Vehicle Removal *Removal of eligible vehicle*	Unit	999999	999999	99,999,999.00
	Vessel Removal (Land) *Removal of eligible vessel*	LF	999999	999999	99,999,999.00
	Vessel Removal (Marine) *Removal of eligible vessel from waterway*	LF	999999	999999	99,999,999.00
	Carcass Removal *Removal of debris that will decompose (animals and organic fleshy matter)*	Pound	999999	999999	99,999,999.00
	ROW White Goods Removal *Pick up and haul of white goods to disposal site*	Unit	999999	999999	99,999,999.00
	Freon Management *Freon management and recycling*	Unit	999999	999999	99,999,999.00
	Demolition of Private Structure	CY	999999	999999	99,999,999.00
	Electronic Waste *Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computers monitors and televisions.*	Unit	999999	999999	99,999,999.00
	Silt Removal		999999	999999	99,999,999.00
	Putrescent Removal *Removal of debris that will decompose or rot (animals and organic fleshy matter)*		999999	999999	99,999,999.00
	Biowaste *Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste).*	Pound	999999	999999	99,999,999.00
	Household Hazardous Waste (HHW) *HHW removal and disposal*	Pound	999999	999999	99,999,999.00
Restoration	Beach/Lake Restoration *Berm/Beach Construction*	CY	999999	999999	99,999,999.00
	Canal Shoreline Restoration	LF	999999	999999	99,999,999.00
Monitoring	Debris Management Site Debris Monitors	Hour	999999	999999	99,999,999.00
	Debris Collection Site Debris Monitors (Field Monitors)	Hour	999999	999999	99,999,999.00
	Sr. Technician/Field Supervisor	Hour	999999	999999	99,999,999.00
	Clerical Staff	Hour	999999	999999	99,999,999.00
	Clerical Supervisor	Hour	999999	999999	99,999,999.00
				Total	9,999,999.00

THIS SAMPLE BID SHEET IS INTENDED FOR INFORMATIONAL PURPOSES ONLY. IT SHOULD NOT BE SUBMITTED TO FEMA.

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Annex I
PROCUREMENT POLICIES

FOREWORD

The Purchasing Division has prepared this revised "Purchasing Procedures Manual" which will serve as the basis for purchasing procedures for Polk County.

The purchasing function involves the procurement of goods and services at the lowest possible cost consistent with the quality needed to meet the required standards established and approved by the Board of County Commissioners. This act is the sole responsibility of the Purchasing Division. Our goal is to promote the best interest of Polk County through prudent practices and fair dealings, which should result in maximum savings consistent with the highest quality for the County.

Rules and regulations are necessary to properly administer the purchasing operation and, since it is essential that all who are involved in the purchasing function be well informed, this manual has been developed to aid all employees who are directly or indirectly associated with the process.

The objectives of the Purchasing Division of Polk County are as follows:

1. To deal fairly and equitably with all vendors wishing to do business with Polk County.

2. Provide professional procurement services for all divisions and departments within the County.

3. Assure adherence to all laws, ordinances and regulations related to county procurement.

4. Maximize competition for all procurement activities of the County.

5. To obtain maximum savings through innovative buying and application of value analysis techniques.

6. Manage the contracting function with internal efficiency.

7. Purchase goods and services from capable vendors at the lowest price, consistent with the highest quality and best delivery, meeting the County's requirements.

The Board of County Commissioners of Polk County, Florida, recognizes centralized purchasing as a necessary function of effective government and therefore declares in ordinance 06-024 and all subsequent revisions that it shall be the responsibility of the Purchasing Director to centralize the purchase of all goods, services or construction for the departments and divisions of the County. The basic objective is to obtain the best total value consistent with operational needs, while maintaining fair and open competition.

Authorized by: Mike Herr
Mike Herr
County Manager

Date: 8/6/10

Audry Aroney Reeves, CPPO, CPPB
Purchasing Director

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LIST OF DEFINITIONS

1. **Addendum:** a written change to a Bid, Quote or RFP during the solicitation process.

2. **Administrative Regulations and Internal Procedures of Procurement:** those appropriately promulgated directives having general or particular applicability designed to implement or interpret policy, or describing organization, procedure or practice requirements.

3. **Agreement:** the bargain of the parties in fact as found in their language or by implication from other circumstances including a course of dealing, usage of trade or course of performance. Whether or not an agreement has legal consequences is determined by the provisions of the Uniform Commercial Code of Florida, if applicable, otherwise by the law of contracts.

4. **Alternate Vendor Selection:** A process to be used for the purchase of supplies, equipment and contractual services greater than $5,000.00 but less than $50,000.00 when the justification is sufficient to show why the item or service is the only one that will produce the desired results and why it is in the best interest of the County.

5. **Amendment:** written modification to a purchase order, which normally revises the quantities and may include an extension of time to complete the contract.

6. **Best Value Procurement:** a procurement process used to contract with high performing vendors to reduce risk and deliver quality products and services utilizing the structured process called the Performance Information Procurement System (PIPS).

7. **Bid:** a formal written offer of a price by a vendor to the County to furnish specific goods and/or services in response to an Invitation for Bid or a multi- step bidding procedure.

8. **Bid Award:** an award of a bid for which funds have lawfully been appropriated by the Board of County Commissioners.

9. **Board:** the Board of County Commissioners of Polk County, Florida; a political subdivision of the State of Florida.

10. **Business:** any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

11. **Community Investment Project:** any public improvement which the County undertakes, including the construction or reconstruction in whole or in part of any building, road, highway, street improvements, physical plant, structure or facility necessary in carrying out the functions of the County government. It does not include any routine maintenance, operation or repair of existing structures, buildings or real property.

12. **County Chairman:** the County Commissioner elected by the Board to serve as the Chairman of the Board of County Commissioners.

13. **Change Order:** a modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.

14. **Consultant Services:** any narrow discipline wherein a known practitioner has, through education and experience, developed expert advisory and programmed skills as a vocation; any service performed primarily by vocational personnel which requires the analysis or certification of a professional before the services are acceptable to the user of the service or any other advisory, study or programming activity. The Director of Procurement may determine, in writing, that the level of skills and/or creativity of the potential or known practitioner(s) warrants procurement in lieu of a competitive bid or quotation process. For the purposes of these procedures, the term Consultant Services does not include those services defined and prescribed under Florida Statute 287.055.

15. **Construction:** the process of constructing a building, structure, road or drainage utilities; altering, repairing, improving or demolishing any structure or building; or other improvements of any kind.

16. **Contract:** (a) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; or (b) any type of agreement, regardless of what it is called, for the procurement or disposal of goods, services or construction, usually for exchange of goods or services for money or other consideration.

17. **Contractor:** any person having a contract with the Board of County Commissioners.

18. **Debarment:** the exclusion for cause of a vendor or contractor from bidding and/or receiving a contract to do business with the County.

19. **Demolition:** the removal or destruction of any structure or building and appurtenances thereto, road or drainage utility.

20. **Design-Build Firm:** any partnership, corporation or other legal entity that is certified under the provisions of the Florida Statutes.

21. **Design-Build Services:** the requirement for which a single contract with a design-build firm is entered into for the design and construction of a Capital Improvement Construction Project.

22. **Design Criteria Package:** concise performance-oriented drawings or specifications of a Capital Improvement Construction Project.

23. **Design-Build Professional:** any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering or land surveying in the State of Florida.

24. **Designee:** a duly authorized representative of a person.

25. **Disadvantaged Business Enterprise (DBE) Program:** affirmative action program to increase the participation of disadvantaged business enterprises in the expenditure of DOT grant funds.

26. **Emergency Purchases:** procurement that is made in response to a requirement when the delay incident for complying with all governing rules, regulations and procedures would be detrimental to the health, safety and welfare of the County and/or its citizens.

27. **Employee:** a person employed by the County who is drawing a salary or wages directly from the County.

28. **Goods:** any tangible property other than services or real property.

29. **Invitation for Bid (IFB):** the solicitation document that is used for competitive sealed bidding for procurement of construction, goods and/or services for the County.

30. **Item:** a separate single unit, article, product, material or service.

31. **Local Business:** any business having a physical location within the boundaries of Polk County at which employees are located and from which business is regularly transacted.

32. **May:** denotes the permissive.

33. **Manager:** the County Manager or designee.

34. **Minority Business Input Team (MBIT)**: A team developed to provide input on the County's minority business strategies.

35. **Must:** denotes the imperative.

36. **Person:** any business, individual, union, committee, club, organization or group of individuals.

37. **Procurement:** the buying, procurement, renting, leasing or otherwise acquiring of any goods and/or services for public purposes in accordance with the laws, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes but is not limited to all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and Capital Improvement Projects, as defined herein, required by any department/division or agency of County government regardless of the source of funds. It excludes those items as set forth in the Ordinance under Section I, Part B.

38. **Professional Services:** any architectural, engineering, landscape architectural and registered land surveying services as defined and prescribed under Florida Statute 287.055.

39. **Proposal:** an executed formal document submitted by an offeror to the County stating the good(s) and/or service(s) offered to satisfy the need as requested in the Request for Proposal or Request for Information.

40. **Purchase:** the same as Procurement, as defined herein.

41. **Purchasing Card:** an instrument used to purchase goods/services in accordance with established procedures.

42. **Procurement Director:** the person holding the position as the head of the Procurement Division for the Board.

43. **Purchase Order:** the County's document used to authorize a purchase transaction with a vendor. It should contain provisions for construction, goods and/or services ordered; applicable terms as to payments, discounts, date of performance and transportation; and other factors or conditions relating to the transaction. Acceptance of a Purchase Order by a vendor shall constitute a contract, except instances in which a Purchase Order is issued only as an internal encumbrance document.

44. **Quotation:** any oral or written informal offer to the County by a vendor for furnishing specific goods and/or services at a stated price.

45. **Request for Information (RFI):** a solicitation document that is used for competitive sealed bidding for the procurement of bids and/or services.

46. **Request for Proposal (RFP):** a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of proposal is based on stated criteria and shall state the relative importance of all evaluation factors; other factors may be considered as stated in the RFP.

47. **Request for Proposal Quote (RFPQ):** an informal written request for services for which the scope of work and/or specifications cannot reasonably be defined.

48. **Request for Quotation (RFQ):** an informal request, either oral or written, to solicit prices for specific goods and/or services.

49. **Request for Pre-Qualification (RFPQ):** a request to determine the qualifications for a construction project or other specific projects, used at the discretion of the Procurement Director.

50. **Responsible Bidder, Offeror, Quoter or Respondent:** an individual or business which has submitted a bid, offer, proposal, quotation or response, which has the capability, as determined by the County, in all respects, to perform fully the Contract requirements with the integrity and reliability which give reasonable assurance of good faith and performance.

51. **Responsive Bidder, Offeror, Quoter or Respondent:** an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms to all material aspects of the solicitation, as determined by the County.

52. **Services:** the furnishing of labor, time and/or effort by professionals or contractors, wherein the submission of goods or other specific end products other than reports, studies, plans, advisories,

contractual documents or other documents relating to the required performance is incidental or secondary. This term shall not include employment agreements or collective bargaining agreements.

53. **Sheltered Market Program:** A program which provides that selected procurement opportunities are designated, before solicitation, for competition between W/MBE's in the contiguous Counties and Pinellas County and local vendors only.

54. **Shall:** denotes the imperative.

55. **Sole Source:** the only existing source of the only item which meets the needs of the user department/division as determined by a reasonably thorough analysis of the marketplace.

56. **Specifications:** a concise statement of a set of requirements to be satisfied by a product, material or process used in an Invitation for Bid or Request for Quotation to describe the goods and/or services to be purchased or otherwise acquired.

57. **Standing Purchase Order:** an order for goods or services where the periodic charge is constant and therefore can be predetermined for the stated period (i.e. mowing service for twelve (12) months at $100.00/month for a total original standing order of $1,200.00.).

58. **Suspension:** temporary debarment for a period not to exceed two (2) years.

59. **Term Bids:** Repetitive purchases where the cumulative amount of purchases during any 12-month period is $50,000 or more and unit prices can be established.

60. **Term Quotes:** Repetitive purchases where the cumulative amount of purchases during any 12-month period is less than $50,000 and unit prices can be established. Term quotes are solicited by the Procurement Division.

61. **User Department/Division:** the department/division within the County government, which requests and utilizes goods and/or services, which are procured according to the Procurement Procedures Manual.

62. **Vendor:** an actual or potential provider of goods or services.

63. **Vendors List:** the compilation by category of goods and/or services of the names and addresses of those appropriate providers of goods and/or services who have indicated an interest in doing business with the County.

64. **Women/Minority Business Enterprise (W/MBE) Program:** A program designed to give women and minorities the maximum feasible opportunity to participate in the County's procurement process. This applies to any business in which 51% of the business is owned by a woman or minority.

PROCUREMENT

DIRECTOR OF PROCUREMENT

The Procurement Director shall serve as the principal officer for the contracting and/or purchase of all goods and services for the Board of County Commissioners.

DUTIES OF THE PROCUREMENT DIRECTOR

The Procurement Director shall:

1. Direct the Procurement Division, which shall be the responsible division through which the County will conduct all of its procurement and contracting for all supplies, material, equipment, contractual services, professional services, consultant services, construction or any combination of goods and services.

2. Upon request of any constitutional officer of the County, make the services provided for herein available, subject to the terms of the Procurement Procedures Manual.

3. Maintain a current vendor database for possible sources of supply for all goods and services purchased by the County. Ensure the inclusion of every business which requests to be included in the vendor database. Provide that a vendor's name may be removed from the vendor database for failing to respond to two (2) consecutive procurement solicitations. After such removal, the vendor will be considered for reinstatement upon written request to the Procurement Director.

4. Provide the establishment/promulgation of the Procurement Procedures Manual.

5. Take all necessary actions to encourage Women and Minority Businesses to participate in the procurement process, in accordance with Ordinance No. 00-57 or successor ordinance.

6. Determine the method of selection for each type of procurement.

7. When possible, standardize contract clauses, terms and conditions, and documents.

8. Administer the Polk County Purchasing Card Program.

9. Delegate authority to others, as may be required.

10. Perform other duties as directed by the Board or Management.

11. Prepare and submit the annual operating budget for the Procurement Division.

PROCUREMENT DIVISION RESPONSIBILITIES AND FUNCTIONS

1. The Procurement Division staff is responsible for administering the "Polk County Procurement Ordinance" through these Procurement Procedures that are formulated from the ordinance; initiating reports necessary to permit analysis of procurement performance; approving procurement-related contracts; dealing fairly with all potential sources of supply; consolidating purchases of like or common items; obtaining fair prices for goods and services; and generally defining how to effect cost savings and coordinate procurement and contracting procedures for Polk County.

2. Specific Procurement staff responsibilities, duties and functions include:

   a. Develop procurement objectives, programs and operating procedures for the purchase and contracting of all goods and services.

   b. Act as Polk County's representative on all matters pertaining to procurement.

   c. Assemble plans and/or specifications in cooperation with user department/divisions and agencies that are subsequently included in Invitations for Bid, Best Value Procurement, Requests for Proposal and Requests for Quotation.

   d. Consolidate requisitions and purchases of like or common items to obtain the maximum economical benefits and cost savings and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts. Such consolidation may include requirements of a single department/division or multiple departments/divisions.

   e. Work with departments/divisions to establish standardization of goods and services, where practical, within a competitive environment.

   f. Promote good will and public relations between the County and its vendors. Encourage full and open competition wherever possible. Assure vendors fair and equitable business dealings in accordance with the County's Procurement Ordinance and Procurement Procedure Manual.

   g. Keep informed of current developments in the field of procurement, including but not limited to prices, market conditions and new products. Secure for the County the benefits of research conducted in the field of procurement by other governmental jurisdictions, national technical societies, organizations aligned with the National Institute of Governmental Procurement (NIGP), trade associations, private businesses and private organizations.

   h. Maintain a current vendor database to provide possible sources of supply for all goods and services purchased by the County. The database may include a description of vendors' commodities and their DBE and W/MBE status.

   i. Identify vendors who default on their contracts with the County and recommend an action of suspension or debarment by the Procurement Director.

PROCEDURES

1. In accordance with the County's Procurement Ordinance, the following procedures shall govern the procurement of goods and services and the letting of any contract on any vertical or horizontal construction for the County.

   a. All purchases will be made through and by the Procurement Division, except as otherwise exempted by ordinance, resolution or other Board action. In some instances, authority to request prices may be delegated to others. In accordance with the provisions contained within these procedures, the Procurement Director delegates authority to department and division directors, and those designated by them, the authority to purchase goods and services when the costs of those goods and services do not exceed $5,000.00.

   b. Acceptance of gifts or gratuities, other than advertising novelties of nominal value, is strictly prohibited. No employee shall become obligated to any vendor and shall not conclude any County transaction from which they may personally benefit.

   c. No employee of the Board shall obligate the Board whereby said employee may derive income or benefits, other than those provided as remuneration from the Board for their employment.

   d. No contract, purchase or group of requisitions shall be subdivided to avoid bid and quotation requirements. The restriction also applies to the delegated authority given in number one (1) for the purchase of goods and services not exceeding $5,000.00.

   e. It is unlawful for a Board officer or employee to order the purchase of any goods or services, or make any contract other than through the Procurement Director, without prior written authority or as specifically delegated herein. Any Purchase Order or contract made contrary to the provisions hereof shall not be approved and the Board shall not be bound thereby.

   f. In cases of an extreme emergency, and only in such cases, an exception to the above policy may be made with the understanding that the person authorizing the emergency order will personally assume the responsibility of immediately following up the verbal order, given by himself/herself or their authorized representative, with proper justification in written form and with the proper requisition. In cases of an emergency, the requester should, if possible, contact the Procurement Division prior to placement of the order with the vendor.

   g. No employee acting in their official capacity as a procurement agent shall either directly or indirectly purchase, rent or lease any realty, goods or services for the County from any business entity of which the employee, or employee's spouse or child, or any combination of them, has a material interest.

INTERDEPARTMENTAL RELATIONS

1. Cooperation and understanding between departments/divisions are essential in the effective operation of the Procurement Division.

   a. The Procurement Division will endeavor to establish and maintain a close liaison with other departments/divisions in order to meet their purchase needs and requirements.

   b. In most instances the Procurement Division does not determine the requirements for a particular purchase, but may assume the responsibility for determining the applicable quality to meet the particular needs in conjunction with the user department/ division.

   c. When technical equipment, specifications, plans or designs are involved, the department/division concerned should indicate their requirements and all procurement actions will be coordinated with the user department/division prior to the issuance of a formal bid, Purchase Order or contract.

2. The Procurement Director, or designee, may direct a "Procurement Seminar" to be held periodically with various County departments/divisions. This seminar will aid County personnel in gaining a better understanding of the operation of the Procurement Division. In addition, the seminar will contain information on State procurement regulations, Board policy, emergency and sole source purchases, flow of requisitions, definition of procurement items, change orders, amendments, modifications, contracts, and all aspects of these procedures.

VENDOR RELATIONS

1. When necessary, in order to interview salespersons regarding details of their product, other departments/divisions should coordinate such visits through the Procurement Division. In interviews with salespersons, no one shall commit to preference for any good or service or give any information regarding performance or price which might in any way compromise or obligate the Board of County Commissioners or the administration of Polk County.

2. All correspondence with suppliers should be through the Procurement Division or as directed by the Procurement Director. For cases where details involved make it advisable to delegate authority to the department/division, the Procurement Division may require that they receive copies of correspondence between the supplier and the department/division. In instances where a department or division wishes to explore new and innovative means, methods, processes or technology to accomplish the goals, objectives and mission of their department or division, they should communicate their desire with the Procurement Division for a determination of the appropriate course of action. When there is a known need for a result or outcome the department or division should request the Procurement Division issue either a Letter of Intent or Request for Information to provide the department or division the opportunity to review information from proposals, determine the level of interest from the vendor community, hear presentations or interview potential respondents to a Bid or Request for Proposal; all under a formal solicitation administered by the Procurement Division.

3. Any quotations or specific information received from vendors relative to any item under consideration for purchase must not be divulged until after a Purchase Order has been issued, except when regulations, laws, or ordinances make such disclosures permissible or mandatory.

4. All vendors must be afforded equal opportunities to quote so that all vendors can compete on equal terms. No "bid shopping" will be permitted; i.e., no one should obtain pricing from a vendor and request other vendors to meet or beat the disclosed price.

5. New sources of goods should be given due consideration because multiple sources of goods are necessary to ensure competition, continuity of goods and availability of goods. The County may buy from any vendor who exhibits adequate financial strength; a high ethical standard; a record of adhering to specifications and keeping their shipping promises; and gives a full measure of service.

6. The County will strive to maintain strong and enduring relationships with vendors of proven ability and a desire to meet the County's needs. To accomplish this, procurement activities will be conducted so that all vendors will value the County's business and make every effort to furnish requirements on the basis of the most economical quantity, suitable quality, timely delivery, adequate service and lowest possible price.

7. In instances where it is in the best interest of the County to focus a solicitation for goods and services on the factors of risk, schedule, quality of performance and experience and competence of the Vendor's personnel; and where price becomes a factor after weight of the proceeding items, then a formal solicitation of "Best Value Procurement" will be utilized.

ETHICS

In accordance with the County's Procurement Ordinance, the Procurement Division adheres to the National Institute of Governmental Procurement (NIGP) Code of Ethics as stated below:

NIGP CODE OF ETHICS

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization.

Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.

Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.

Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.

Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.

Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.

Believes that members of the Institute and its staff should at no time, or under any circumstances accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence procurement decisions.

Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.

Resists encroachment on control of personnel in order to preserve integrity as a professional manager. Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, natural origin, disability, gender, age, pregnancy and other protected characteristics.

Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.

Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Procurement, Inc.

WOMEN/MINORITY BUSINESS ENTERPRISE (W/MBE) PROGRAM

The Policy Statement of the W/MBE Program is hereby made a part of these procedures and is described as follows:

It shall be the policy of the Polk County Board of County Commissioners that W/MBEs shall have maximum feasible opportunity to participate in the County's procurement process. The County Procurement Division shall:

1. Ensure nondiscrimination of the County's procurement process;

2. Maintain a procurement environment in which W/MBE participants can compete fairly;

3. Prevent barriers that may obstruct the W/MBE participation in the County's procurement activities; and

4. Assist in the development of firms so that they can compete successfully in the marketplace outside the W/MBE Program.

WOMEN AND MINORITY BUSINESS ENTERPRISE (W/MBE) DESIGNATION

In order for a vendor to be designated as a Women or Minority Business Enterprise (WMBE) in the County's vendor database the following documentation must be submitted with the vendor's registration:

- Notarized Affidavit of Women or Minority Business Designation, available on the County's website; or
- Valid W/MBE Certification from one of the following:
    - Florida Minority Supplier Development Council
    - Women Business Enterprise National Council
    - The State of Florida Office of Supplier Diversity
    - Florida Department of Transportation
    - U. S. Small Business Administration
    - Federal Aviation Authority
    - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

False representation of any vendor as a women and/or minority for the purpose of this designation may subject the vendor to suspension from bidding as provided under Suspension and Debarment contained herein.

W/MBE designations will be good for the term of the certificate provided or for a term of two (2) years if Affidavit of Women or Minority Business Designation is submitted.

Vendors will receive an email notification after their designation has been accepted by the Procurement Division. However, it is the vendor's responsibility to ensure that the qualifying documentation provided is kept current. It is also the vendor's responsibility to notify the Procurement Division of any changes in company ownership that would effect W/MBE designation.

MINORITY BUSINESS INPUT TEAM (MBIT)

1. When the Procurement Division has identified a qualifying bid (under $1,000,000) where three (3) or more Women or Minority Business Enterprises (W/MBE's) within the designated area (Hardee, Highlands, Hillsborough, Lake, Manatee, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk and Sumter Counties) has agreed that they are willing and able to bid, the Procurement Division will submit the bid to the Minority Business Input Team (MBIT) for review.

2. The Procurement Division will provide the MBIT with the bid specifications and the proposed vendor list, including those W/MBE's that have deemed themselves willing and able to bid.

3. The MBIT will review the bid for eligibility under the Sheltered Market Program and will vote as to whether or not to proceed under this program.

4. If the vote passes to use the Sheltered Market Program, the Procurement Division will solicit only qualifying local and W/MBE vendors for that bid solicitation.

5. If the vote fails, the Procurement Division will solicit all vendors in their database under the appropriate commodity code.

6. Any member of the MBIT who wishes to be considered as a possible vendor on any bid opportunity before the MBIT must abstain from voting on that specific opportunity.

7. Once bids are received on a Sheltered Market solicitation, if the Procurement Division and/or the User Division feels that the bids received are all excessive they can request the MBIT remove the Sheltered Bid requirement. If the MBIT is in agreement, all bids will be rejected and the bid will be solicited using normal bidding procedures.

8. Procurement will report any vendors who respond as willing and able to bid but do not submit a bid to the MBIT. The MBIT will direct the Office of Supplier Diversity to investigate the reasons why the vendor failed to bid.

9. If a vendor responds as willing and able to bid but does not submit a bid submittal for three (3) Invitations for Bids that vendor will be deactivated from the County's vendor database and may be suspended from bidding as provided under Suspension and Debarment contained within the Procurement Procedures.

SHELTERED MARKET PROGRAM

The Polk County Board of County Commissioners Sheltered Market Program allows for designated Invitations for Bid to be solicited to only local Polk County businesses and those W/MBE's having a business within Hardee, Highlands, Hillsborough, Lake, Manatee, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk and Sumter Counties. In order to be eligible for the Sheltered Market Program the bid solicitation must be for $1,000,000 or less and there must be at least three (3) W/MBE's within the designated area willing and able to bid.

INFORMATION SHEET

When the Procurement Division receives a qualifying Information Sheet requesting an Invitation for Bid be solicited, the Procurement Division shall determine if there are at least three (3) W/MBE vendors within the designated area willing and able to bid. This shall be done by querying a vendor list from the County's vendor database for the applicable commodity code(s) and contacting each W/MBE within the designated counties via email notification.

NOTIFICATION

The notification email shall list the following:

- Bid number
- Bid title
- General specifications/qualifications
- Insurance requirements (if applicable)
- Contractor licensing requirements (if applicable)
- Bonding requirements (if applicable)
- Procurement representative contact name/number/email address
- Deadline for response

All vendors will be given three (3) full business days to respond to the Procurement representative or they will be considered unwilling and unable to bid. If a minimum of three (3) vendors do not respond as willing and able to bid on the Invitation for Bid in question by 4:00 p.m. on the third (3rd) day, the bid will be solicited using normal bidding procedures.

MINORITY BUSINESS INPUT TEAM

If a minimum of three (3) W/MBE vendors respond as willing and able to bid on the Invitation for Bid in question, the bid solicitation will be submitted to the Minority Business Input Team (MBIT) for review. The W/MBE vendors that respond as able and willing to bid will be noted as the "qualifying vendors". If the MBIT agrees that the Invitation for Bid should be solicited using the Sheltered Market Program then only local, Polk County vendors and W/MBE vendors in Hardee, Highlands, Hillsborough, Lake, Manatee, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk and Sumter Counties will be solicited and eligible for bid. No other bid submittals from any other classification will be accepted.

After the bids are received they will be reviewed to verify that the "qualifying vendors" did submit bids. If any of the "qualifying vendors" do not submit a bid submittal, their contact information will be provided to the Office of Supplier Diversity for follow up.

FAILURE TO SUBMIT BID

If a vendor responds as a "qualifying vendor" but does not submit a bid submittal for three (3) Invitations for Bids that vendor will be deactivated from the County's vendor database and may be suspended from bidding as provided under Suspension and Debarment contained herein.

REPORTING

Procurement will provide the MBIT with monthly reports documenting activity of bids solicited under the Sheltered Market Program. These reports will assist the MBIT in determining if the program is reaching its goal and if the validity and need for this program still exists.

REQUISITION TO PURCHASE

GENERAL

The Requisition to Purchase serves to inform the Procurement Division of the needs of the user department/division and to correctly define the goods or services requested. In addition, the authorized requisition signifies authority to charge a specific account number and verifies that there are sufficient funds available in the account specified. This process, which includes the requisitioner and at least one approver, also authorizes payment when the goods or services are properly received.

PROCUREMENT DIVISION RESPONSIBILITIES

1. Provide training to assigned requisitioners for the proper procurement and program procedures to requisition goods and/or services.

2. To process all requisitions and purchases in accordance with the County's procurement procedures, with the least possible delay.

3. To locate the sources and availability of needed products.

4. To work with suppliers in correlating all the steps involved in completing a purchase, including Purchase Order follow-up and tracking.

5. To notify the user department/division of any changes in the vendor suggested by the user department/division, and any other probable changes such as price or delivery.

USER DEPARTMENT/DIVISION RESPONSIBILITIES

1. Allow ample time for the Procurement Division to place the order and for the supplier to deliver.(Check the Purchase Order system to obtain the status of a requisition prior to contacting the Procurement Division.) Contact the Procurement Director in the case of an emergency purchase.

2. Write a clear and accurate description of goods and services to be purchased and the purpose for which they are intended. Send specifications to the Procurement Division on a disk or via e-mail with the document attached. Submit documents to the Procurement Division using Microsoft Word in order to ensure compatibility with web-based entry.

3. Prepare generic specifications for items that require a technical or engineering background.

4. List anticipated requirements in advance, when possible. Involve the Procurement Division at the time needs can be defined.

5. Keep the Procurement Division advised of any abnormal demands. Plan ahead to allow sufficient time for preparation of bid documents.

6. **User departments/divisions must not obligate the Procurement Division in any manner whatsoever.**

7. Cooperate with the Procurement Division by reporting in writing the results of purchases, either favorable or unfavorable. Report complaints of vendor performance promptly. See "Vendor Complaint" form available on the Internet.

8. The Department/Division shall advise the Procurement Division of any known qualified supplier(s).

9. When the Procurement Director delegates a department/division the authority to receive quotations, the department/division must first obtain a quote number from the Procurement Division for the purpose of tracking the quotations; the quotations received must be in writing and submitted to the Procurement Division with a completed quotation form for authorization to purchase. The quotation submitted by the vendor must be identified with the firm's name and address, the quotation number, a description of the items quoted unit cost and must be signed by the person submitting the quotation.

10. Enter requisitions in the County's web-based requisitioning system for all purchases including State Contracts, except those made by the use of the purchasing card.

11. Verify that all sources of funds identified on the requisition are properly coded as to department/division, fund, cost center, account code and project number and task number when applicable.

12. Verify that funds have been allocated and are available in the proper fund, cost center and account code to support purchases. If the account code is incorrect, the Procurement Division may reject the requisition. The user department/division is responsible for the accuracy of cost center and account code.

13. Make the purchases for a "public purpose", as defined by County rules and/or regulations.

REQUISITION PROCESS

Under the County's web-based requisitioning system the approval process for purchase requisitions is handled electronically through a system of routing that encompasses a requisitioner and at least one approver for purchase requests.

WHEN TO PREPARE A REQUISITION

Requisitions should be prepared far enough in advance to permit the Procurement Division to obtain competitive prices and to allow sufficient time for deliveries to be made.

The following minimum time requirements are necessary to secure competitive prices after receipt of a requisition(s) (for the purchase of goods and services) and an information sheet(s) (for construction bids, professional service proposals, correct specifications and drawings):

1. Fifteen (15) workdays for items requiring quotes (greater than $5,000.00 but less than $50,000.00);

2. Forty (40) workdays for any procurement that requires sealed bids ($50,000.00 or more);

3. Fifty (50) workdays for construction projects $200,000.00 or more;

The requisition should be put on the County's web-based requisitioning system upon receipt of the Bid Analysis that has been approved by the Division Director of the user division.

All requisitions created for Board approved contracts will be converted to purchase orders for accounting purposes after approval by the Board. The Purchase Order shall reference the approved and executed contract by contract number.

CONTRACTS

1. When bids are received that require the execution of a contract by the Board Chairman, a Bid Analysis shall be completed with a recommendation from the director of the user division.

2. If funding is not available, a requisition can not be completed.

3. If funding is available, the requisition will take the pre-determined approval routing.

4. Upon receipt of the requisition in Procurement, and execution of the contract by the Board Chairman, if applicable, Procurement will issue a Purchase Order for the total amount of the contract. The original Purchase Order will be sent to Accounts Payable.

5. Refer to the Contracts Unit Procedures for Applications for Payments, Amendments, Modifications, Change Orders, and Allowance Authorization Releases.

PURCHASE ORDERS

PURPOSE

A Purchase Order authorizes a vendor to ship goods, perform services and subsequently invoice the County for the stated amount of the Purchase Order issued by the County or an amended amount agreed to by both parties. Purchase Orders should be written in a clear, concise and complete manner.

WHEN ISSUED

A computer generated Purchase Order will be issued upon receipt of a properly authorized requisition; after receipt of competitive quotes/bids, when applicable; after a determination is made that funds are available (bids); or after Board approval or contract execution as necessary.

WHO ISSUES

Only the Procurement Division is authorized to issue Purchase Orders. **The user department/ division must not enter into negotiations with any supplier for the purchase of goods or services for more than $5,000.00. The Procurement Division will transmit all Purchase Orders to the supplier for purchases greater than $5,000.00, when requested.** The Procurement Division will issue a Purchase Order for all contracts signed by the BoCC Chairman that have been generated from the procurement process, referencing the executed contract number.

The only copy of a Purchase Order required by the County will be maintained by Accounts Payable. Access of Purchase Order information by the department/division will be via computer.

AMENDMENTS (CHANGES) TO PURCHASE ORDERS

The department/division requesting the change should create a change request via the county's requisitioning system. If the request increases the dollar amount, the request will be electronically routed to the requisitioner's approver; when approved it will then be forwarded to the appropriate buyer/contract specialist. The buyer/contract specialist will then authorize the change request, thus amending the Purchase Order. If the change decreases the dollar amount, then the change request will be sent directly from the requisitioner to the appropriate buyer/contract specialist who will then authorize the change request, thus amending the Purchase Order.

The amount of a Purchase Order for a bid item may be changed by an approved amendment to the Purchase Order, provided the bid contains unit prices and the amendment is consistent with the unit prices.

FOLLOW-UP AND TRACKING OF PURCHASE ORDERS

Upon request from the user department/division, the Procurement Division will make an inquiry to the vendor as to the status of a particular order that has been placed by the Procurement Division. Follow-up and tracking of Purchase Orders may be done by departments/divisions or by the Procurement Division when requested.

DIFFICULTIES AFTER RECEIPT OF SERVICE OR ITEM

Upon request from the ordering department/division, the Procurement Division will address problems or difficulties of outstanding orders or contracts and received items or services.

EXCEPTIONS AND EXCLUSIONS

There are numerous payments made by Accounts Payable for the Board of County Commissioners that do not require the procurement process for the issuance of a Purchase Order. Some of those payments are for water, sewer, electric and telephone service. Others may include travel accommodations and transportation, as well as registration for seminars and conferences. Exclusions are covered in more detail in the Polk County Procurement Ordinance 06-024, or successor ordinance.

TERMS AND CONDITIONS

1. ACCEPTANCE. The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the County.

2. TITLE. The risk of loss of goods covered by the Purchase order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the County. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.

3. DOCUMENTS. All plans, specifications, drawings and data which have been made available to Seller in connection with the Purchase Order, or which relate to work or materials to be furnished there under, are herby incorporated and made a part thereof.

4. CHANGES. The County may unilaterally and at any time or from time to time order additions, deletions, or revisions in the services/goods. These changes will be authorized by a Change Order. Additional services performed by the Seller without authorization of a written Change Order will not entitle the Seller to an increase in the Purchase Order price or an extension of the Purchase Order time.

5. INSPECTION. The goods and services purchased there under are subject to the inspection and approval of the County. The County reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.

6. DEFAULT. If the goods and services fail to pass inspection or approval, or if the Seller fails to perform the services at the time specified therein, or fails to perform any other provisions of the Purchase Order and does not correct such failure within a period of ten (10) days after receipt of written notice from the County, then the County may cancel the whole or any part of the goods or services ordered without liability to the County. In the event of such a default, the County may purchase such goods and services elsewhere and deduct the cost from any money due or becoming

due to Seller. This shall not limit the County's right to such other remedies as may be available by law.

7. WARRANTY. Seller warrants that the goods and services covered by the Purchase Order will comply with the plans, specifications, drawings and descriptions furnished or specified by the County; that the goods and services will be of good material and workmanship and free from defects. This warranty shall survive acceptance of any goods or services.

8. INSURANCE.The Seller shall maintain the insurance required by the County, which includes: workers' compensation, property liability and automobile liability. If Seller fails to do so, the County may procure such insurance and charge the cost thereof to the Seller.

9. INDEMNIFICATION. In consideration of Ten Dollars ($10.00) and other valuable considerations, the Seller shall indemnify and hold harmless the County and its employees and agents from and against all liability, claims, suits, demands, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability claim, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting therefrom; and (b) caused in whole or in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder. The contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

10. STATEMENT OF ASSURANCE. During the performance of the work specified in the Purchase Order, the Seller assures the County that said Seller is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Human Rights Act of 1992, in that the Seller does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any manor against said Seller's employees or applicants for employment. The Seller understands and agrees that the Purchase Order is conditioned upon the veracity of the Statement of Assurance. Furthermore, the Seller assures the County that said Seller will comply with Title IV of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State Laws, Executive Orders and regulations prohibiting discrimination, as hereinabove referenced, are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

11. APPLICABLE LAW. The Purchase Order shall be governed by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the Middle District of Florida, Hillsborough County, Florida.

BUYING RECYCLED

The volume of solid waste disposed of within Polk County has been increasing annually. Much of the material that enters the solid waste stream can be recycled, reused or incorporated in the manufacture of new products. The County's participation in the promotion of recycling programs can reduce the volume of material entering the waste stream, thereby extending landfill life expectancy and reducing infrastructure cost. For recycling programs to be effective, markets must be developed for products that incorporate post-consumer materials in their manufacture, are reusable or are designed to be recycled. The Board of County Commissioners wishes to establish a procurement policy which will encourage and promote the use of recycled products and materials.

1. County departments/divisions and units should develop product specifications to incorporate a requirement for the use of recycled materials, reusable products and products designed to be recycled to the maximum practical extent, subject to an alternative showing that either the performance of the product will be jeopardized or the product will negatively impact health, safety or operation efficiency. The County will use such specifications in issuing Invitations for Bid and Requests for Proposal.

2. The Procurement Director for the County shall have the authority to review goods and service specifications to determine whether they require or exclude the use of recycled products, reusable products or products designed to be recycled.

3. Should such specifications exclude the use of recycled products or require the use of virgin material, and an item or service exists with recycle content, then such exclusion or requirement must be eliminated unless the pertinent department/division or unit can demonstrate to the satisfaction of the Procurement Director that these recycled products will not achieve a necessary performance standard.

4. Vendors competing to provide goods or services to the County, including printing services, must demonstrate that they will comply with the specification developed pursuant to this policy.

5. Recycled paper shall be purchased and used in all copy machines that will accept it. County staff will work to encourage the copier industry to develop copiers that will accept recycled paper. The Procurement Division will purchase copiers which are capable of utilizing recycled paper, provided that they meet the needs of the County with regard to function.

6. When recycled products are purchased, the County will require the vendor to undertake reasonable efforts to label these products to indicate recycled material content. For its stationery and envelopes, the County will use recycled paper that includes post consumers recycled content and indicate on the paper or envelope that they contain recycled material.

7. Any person or vendor, who can demonstrate that a particular product or material with recycled content may be beneficially used instead of another product, may request the County to evaluate such products or material. If such products or material is found to be beneficial, the County may incorporate the specifications of such products or material into its approved specifications for future Invitations for Bid or Requests for Proposal.

9. All related County departments/divisions and work units should work cooperatively to further the purpose of this policy.

SMALL PURCHASES

A small purchase is any purchase authorized to be made without bids or quotes, if not greater than $5,000.00 except as noted under the "conditions" and "exceptions" paragraphs below.

PROCEDURE

The authority for small purchases as described herein is delegated by the Procurement Director to department and division directors and their designees with the following provisions:

1. Department and division directors shall be held accountable for managing all small purchases.
2. Written or telephone quotes should be obtained when it is in the best interest of the County.
3. Quotation numbers from the Procurement Division are not required.
4. The County's purchasing card shall be the preferred method of payment for all small purchases except fixed asset purchases.
5. Department and division directors shall be held responsible for obtaining the appropriate insurance certificates for the purchase of services for the County.
6. When a purchasing card can not be used, the County's web based requisition system must be utilized. Approval routings will follow the pre-determined path; however, the purchase order may be issued without being processed through the Procurement Division.
7. Small purchases should not be made when annual expenditures are anticipated to be greater than $50,000.00. A request should be made to the Procurement Division for an annual bid.
8. Violation of procedures in the use of small purchases will result in the withdrawal of the delegated authority.

A purchase order is used when the Purchasing Card is not appropriate. In this instance a purchase order is used for accounting purposes and in some cases the date of the invoice may be an earlier date than the date of the purchase order.

EXCEPTIONS AND CONDITIONS

Although small purchases are defined as purchases not greater than $5,000.00, there are exceptions that govern the procedures for some purchases. These exceptions are as follows:

1. Computer Software/Hardware: Must be handled through the County's procurement system.

2. Fixed Assets: Any item costing greater than the current fixed asset limit as established by Board resolution (currently $1,000.00) and considered to be a fixed asset must be handled through the County's requisitioning system or as directed by Procurement.

3. Office Furniture: Any item of furniture that is considered a fixed asset must be handled through the County's requisitioning system. For furniture items costing less than the fixed asset limit, the requisitioner should call Procurement to discuss the purchase and the preferred vendor. For the complete furniture procedures see "Appendix B".

4. For electronic office equipment used in conjunction with computer equipment, contact Information Technology (IT) for compatibility. Please contact the Procurement Division for a recommendation of a vendor.

RESPONSIBILITIES

1. It is the direct responsibility of department/division heads to ensure that small purchases are not abused in any manner.

   a. "Pyramid Purchases" are not permitted (the use of two or more small purchases to purchase an item costing greater than $5,000.00).

   b.. Avoid preferential treatment to any vendor.

   c. Audit accounts to avoid over expenditure of funds.

2. The Procurement Division will monitor small purchases and alert user department/division heads of any abuses. The Procurement Division will also monitor repetitive purchases, which lend themselves to term bids.

3. Abuse of small purchase privileges shall result in temporary or permanent suspension of privileges.

TYPES OF SOLICITATIONS

Upon request from a user department/division, the Procurement Division will seek a source of supply and enter into transactions for the purchase of the commodity or service, in accordance with the provisions of the County Procurement Ordinance. The method of sourcing used will be determined by the estimated dollar amount of the requested purchase, the nature of the purchase, and other factors. Examples of sourcing methods include:

- Quotations – Informal, Formal, Regular, and Term Quotations
- Invitation for Bid (IFB) – Regular and Term Bids
- Best Value Procurement (BVP)
- Request for Proposal (RFP)
- Request for Construction Quote (RFCQ)
- Demolition Quotations (DQ)
- Request for Proposal Quote (RFPQ)
- Emergency Purchases
- Alternate Vendor Selection
- Sole Source Purchases
- Notice of Intent to Sole Source
- Request for Information (RFI)
- Request for Pre-Qualifications, Project Specific (PQ)
- Letters of Interest (LOI)
- Negotiated Procurement
- Cooperative Procurement, Governmental Contracts and Compatibility

Spending thresholds are:

- Category 1: $5,000.01 - $10,000.00– three (3) or more telephone or internet quotations
- Category 2: $10,000.01 - $25,000.00– three (3) or more written quotations
- Category 3: $25,000.01 to $49,999.99 – six (6) or more written quotations
- Category 4: $50,000.00 and greater – sealed bid (except for construction quotations)

The user department/division may, at the discretion of the Procurement Director or their designee, obtain quotations from vendors for purchases that fall under Categories 1, 2, or 3. Purchases that fall under Category 4 must be procured by the Procurement Division unless otherwise noted in the foregoing procedures.

PROCEDURE FOR QUOTES SOLICITED BY USER DEPARTMENT/DIVISION

A quote may be solicited by the user department/division when the purchase is a one-time purchase that is within Categories 1, 2 or 3 as listed below.

Category 1 purchases: A minimum of three (3) or more informal (telephone or internet) quotations must be obtained. A tabulation for Category 1 solicitations shall be submitted to Procurement before a purchase order will be issued or an override placed on the requester's Purchasing Card.

Category 2 purchases: A formal quotation solicitation must be obtained for Category 2 purchases. A quotation number must be obtained from Procurement prior to solicitation of quotations. Procurement may also provide suggested vendors to solicit. The written quotations along with a tabulation for Category 2 solicitations shall be submitted to Procurement before a purchase order will be issued or an override placed on the requester's Purchasing Card. For Category 2 solicitations, every effort must be made to solicit one (1) women or minority owned firm and two (2) Polk County firms, if available.

Category 3 Purchases: A formal quotation solicitation must be obtained for Category 3 purchases. A quotation number must be obtained from Procurement prior to solicitation of quotations. Procurement may also provide suggested vendors to solicit. The written quotations along with a tabulation for Category 3 solicitations shall be submitted to Procurement before a purchase order will be issued or an override placed on the requester's Purchasing Card. For Category 3 solicitations, every effort must be made to solicit three (3) women or minority owned firms and three (3) Polk County firms, if available.

Written Requests for Quotations (RFQs) for Category 2 and 3 purchases will be emailed or faxed to prospective bidders, and the RFQs will indicate the deadline for receipt of the quote. The same written request must be sent to all vendors solicited. Any questions must be submitted in writing by the vendor and must be answered in writing to all vendors by addendum. The quotations will be received at a specific date and time. Quotes will not be considered if received after the deadline for receipt. The completed quotation submitted by the user department/division should include the vendors' names, people contacted, telephone numbers, addendum(s), written responses and a completed quotation form with quotation numbers. The Procurement Division will review the quotations and make an award. Quotations and non-responses may be verified at the discretion of the Procurement Division. The Procurement Division will ensure nondiscrimination of the County's procurement process and maintain a procurement environment in which W/MBE participants can complete fairly.

PROCEDURE FOR TERM QUOTES

A term quote is used when the cumulative amount of purchases during any 12-month period is less than $50,000 and unit prices can be established. Term quotes are solicited by the Procurement Division. The request must be submitted by the user department/division to the Procurement Division to a specific buyer or contract specialist and the request must include information and specifications necessary to obtain a quote. Procurement will solicit quotes and when the quote is awarded the requesting departments/divisions are notified of the awarded vendor(s) and line item pricing.

The departments/divisions may then order directly from the term bid/quote by issuing the awarded vendor a request to perform work, workorder or order for specific goods. A list of all term quotes is available on the County's Internet under "Annual Bids". Departments or divisions may order directly from the vendor on a term quote by requisitioning through the Procurement system or as otherwise instructed by the Procurement Director. The County's requisitioning system or purchasing card will be utilized for payment after the work has been performed or the goods have been received. The purpose of utilizing these payment methods are for accounting purposes only.

Local Preference or Vendor Preference as outlined herein may apply

Quotations or Bids are not required for certain categories of procurement, which include the following list.

- Emergency purchases
- Sole Source purchases
- Alternative Vendor Selection purchases
- Exempt purchases

The specific requirements to use the above special categories are described in other sections of these procedures.

INVITATION FOR BID (IFB)

The Procurement Division will request formal sealed bids on purchases of $50,000.00 or greater. Wherein a "purchase" or contract may extend over multiple periods of years, the total cumulative amount per year will be the amount determinative of the requirement for requesting formal sealed bids. The Procurement Division will solicit bids from responsible prospective suppliers obtained from a computer-generated vendor list, publications and catalogs, suggestions from department/division heads, previous suppliers, etc. The Procurement Division will attempt to secure at least six (6) bids.

INFORMATION SHEET

Divisions should submit an information sheet to the Procurement Division as soon as a known need occurs for a sealed bid. Use the information sheet form(s) found on the County's website. Use of the information sheet(s) shall be as follows:

- Construction Bid Info Sheet – construction projects $200,000.00 or greater
- Service/Commodity Bid Info Sheet – service or commodity purchases $50,000.00 or greater

RESPONSIBILITY FOR SPECIFICATIONS

The preparation of specifications is the responsibility of the user department/division. The Procurement Division will review specifications received and has the authority to challenge the contents. Specifications should permit competition, except on noncompetitive goods or services. In general, specifications should define the level of performance required rather than a specific brand name. For the benefit of vendors and the user department/division, specifications must be clear and concise. The Procurement Division reserves the right to review and recommend competitive specifications allowing for open competition.

NOTICE

A General Notice for solicitation, which includes IFB's, shall be published in a newspaper of general circulation in Polk County. The general notice refers potential bidders to the County's website for specific information concerning the IFB. Additional advertising may include minority publications, trade journals and the Internet. The notice shall be emailed to all parties on the applicable vendor list. Also, any vendors that the user department/division provides shall be placed on the list. Notice of the IFB shall be posted in the Procurement Division. The notice shall: provide a full description of material or title of the IFB; state that bids must be sealed; and provide the date, time and place of bid opening. The notice shall also state any additional criteria in the award of the bid and will contain the following instructions and information:

- Bids must be sealed.
- The time, date and place of bid opening.
- A full description of the material (or title of bid).

SUBMISSION

Submittals must be received by the Polk County Procurement Division no later than the time and date specified for submission in the IFB. No bid shall be accepted after the specified deadline or at any location other than the Procurement Division office. Any bid received late because of submittal to another location shall be returned to the vendor unopened. Bids shall be opened in public at the time and place stated in the public notices.

The Procurement Director may elect to cancel or postpone a bid at any time prior to the time and date set to open bids.

All bids received and accepted will be made available for public inspection immediately after bid opening. Bids are not subject to the public records law for the first ten (10) days.

BID BOND

A bid bond is required for all construction bids. Unsuccessful bidders will be entitled to return of surety upon request to the Procurement Director. A successful bidder may forfeit any surety required upon failure on their part to enter into a contract within the specified time after the award. Bid bonds may, at the discretion of the Procurement Director, be required for construction quotations.

For all other bids, the Procurement Director, with the user division, shall determine whether or not a bid bond will be required.

PUBLIC CONSTRUCTION BONDS

A Public Construction Bond will be required on all construction contracts when the price will exceed $200,000.00.

PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds may be required on bids other than construction.

WAIVER OF IRREGULARITIES

The Procurement Director shall have the authority to waive any and all irregularities in any and all bids.

TABULATION OF BIDS

A tabulation of all bids received with the recommended award(s) will be available for public inspection in the main offices of the Procurement Division during regular business hours for three (3) workdays after recommendation of an award. Vendors filing protest of an award must do so within that three (3) working day period. The Procurement Director shall have the right to reject all bids and request the entire transaction be rebid.

PROSPECTIVE BIDDERS

The Procurement Division will maintain a list of those manufacturers, suppliers, agents, etc., who desire to be placed on the "vendor list." A prospective bidder will be placed on the vendor list after submitting a completed vendor registration to the Procurement Division. False representation on a

or Affidavit of Women or Minority Business Designation may subject vendor to suspension as provided under Suspension and Debarment contained herein. Forms are available through the Procurement Division office or on the County's website.

The Procurement Division shall ensure nondiscrimination in the administration of the procurement process and maintain a procurement environment in which W/MBE participants can compete fairly.

AWARD OF BIDS

Award shall be made to the lowest, responsive and responsible bidder. Additional criteria as set forth in the IFB will be considered in the award of the bid. The Procurement Division will determine the lowest responsive and responsible bidder after evaluation of the bid and consultation with the user department/division and their consultants, when applicable. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered as criteria if noted in the bid documents.

- Contractor's evaluations – quality of performance on previous projects.
- The ability, capacity, equipment and skill of the bidder to fulfill the contract.
- Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
- The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service, as required or needed.
- The number and scope of conditions attached to the bid.

The Procurement Director shall make bid awards for purchases of $50,000.00 or greater, if funds are budgeted and there is no successful bid protest. Work shall not begin until issuance of a Purchase Order, Notice to Commence or a contract is executed by the Board, if applicable, and a Notice to Proceed has been issued.

The Procurement Division shall post all award actions at the front lobby bulletin boards of the Procurement Division and the County's website. Bids requiring the execution of a contract by the Board Chairman are also published in the Board Agenda. All other bid awards are posted at the Polk County Administration Building.

The Procurement Director shall have the authority to waive any and all irregularities in any and all formal bids.

TIE BIDS

The Procurement Director shall make award of all tie bids. In accordance with State Statutes, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the following criteria listed below, or as otherwise directed by the Procurement Director to comply with all of the provisions of the procurement ordinance.

- Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the local bidder;
- Availability or completion period;
- Service availability or facility;
- Previous vendor record by the vendors on similar projects or requirements;
- M/WBE Status;
- Closeness to the delivery point; or
- If conditions are equal, draw lots or flip coin.

CONTRACTS

When a contract is required, the authorized representative of the successful bidder shall promptly execute a formal contract that has been approved by the County as to its form, terms and conditions. If such contract is for construction, such bidder shall also execute and deliver to the Procurement Division a public construction bond or a sufficient performance and/or payment bond in the amount specified in the Invitation for Bid. Any bidder who has a construction contract awarded to them and fails to properly execute the required contract and submit the required bond or other required documents within ten (10) calendar days may be required to forfeit their bid bond. Upon the execution of the contract by the successful bidder their bid bond may be released.

CONTRACT CHANGES

Any amendment, modification or change order must be approved by the Board of County Commissioners for the amendment, modification or change order to be effective, except when a change order decreases the final amount of the contract.

The user department/division will be responsible for all amendments, modifications or change orders that encompass an increase and/or decrease to the scope of services, fees, time and/or any combination thereof. The Procurement Division will be responsible for all amendments, modifications or change orders that increase or decrease the contract time only.

Amendments, modifications and change orders must be reviewed by the Procurement Division prior to execution by the vendor.

REQUEST FOR CONSTRUCTION QUOTE (CQ) FOR PROJECTS LESS THAN $200,000.00

PROCEDURES FOR SECURING QUALIFIED CONSTRUCTION VENDORS FOR CAPITAL IMPROVEMENTS AND REPAIR PROJECTS

1. A pre-qualification form should be used to determine eligibility. The following information will be required for pre-qualification: location of business; state certification or registration license; Polk County Business Tax Receipt; bond limits; Statement of Insurance Agent, in regards to insurance requirements; and name, address and phone number of representative. Chris will check on

2. Any non-qualified construction vendor may request to be qualified by submitting the required documentation. The Procurement Division will determine the new vendor's eligibility within ten
(10) workdays from receipt of written qualifications. Qualified construction vendors should renew their qualifications on an annual basis. Automatic renewal will be made for vendors that have a current listing in the DBPR (Florida Department of Business and Professional Regulation).

3. The Procurement Division will maintain a file of the pre-qualification questionnaires and required documentation of those contractors qualifying to quote. The file will also note the vendor's limits of bond ability and insurance. A current DBPR License Information sheet, showing license status and expiration date, will be kept on file.

4. Pre-qualification documentation may be submitted at the same time with the quotation. Quotations submitted with pre-qualifications attached will be subject to review and acceptance of the pre-qualification documents.

PROCEDURES FOR SECURING REQUEST FOR QUOTATIONS FOR CAPITAL IMPROVEMENT AND REPAIR PROJECTS LESS THAN $200,000.00

1. **Responsibility for Specifications:** The preparation of specifications is the responsibility of the user department/division, with review by the Procurement Division. Specifications must be clear and concise. Requests to require a Public Construction Bond will be reviewed by the Procurement Director and the Contract Manager. The decision will be reviewed with the user division.

2. **Request for Quotations:** When the estimated project cost has been established and specifications have been prepared, the Procurement Division will then solicit quotations from pre-qualified contractors. The request for quotations will be posted in the Procurement Division lobby.

3. **Award of Quotations Process and Award:** The quotation process and award will be governed by Construction Services in the Procurement Ordinance.

4. **Construction Purchase Order:** The successful contractor must submit the required insurance and, when required, must also execute and deliver to the Procurement Division a good and sufficient public construction bond for the amount of the quotation. A purchase order will then be issued.

DEMOLITION QUOTATIONS (DQ)

1. All requests for demolition are to be processed through the Contracts Section of the Procurement Division.

2. The user department/division must provide detailed information, description, location, map and pictures of the site to be demolished.

3. Quotes will be solicited from pre-qualified demolition vendors.

4. Pre-qualification documentation may be submitted at the same time with the quotation. Quotations submitted with pre-qualifications attached will be subject to review and acceptance of the pre-qualification documents.

5. A notice to commence work will be issued by the Procurement Division.

6. The vendor must submit a Certificate of Completion with the invoice to the user division. The Certificate will then be executed by County staff and returned to the Procurement Division.

LOCAL PREFERENCE

The local preference policy shall be implemented in the following manner:

When written quotations (less than $50,000.00) are received, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the quote if the Polk County entity is otherwise fully qualified and meets all county requirement.

When sealed bids are received that do not exceed $3,000,000.00 and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity if otherwise fully qualified and meets all county requirements.

When sealed bids are received that are greater than $5,000,000.00 and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County at which employees are located and from which business is regularly transacted.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

VENDOR PREFERENCE

The vendor preference policy shall be implemented in the following manner:

When written quotations (less than $50,000.00) are received, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the quote if the women or minority owned entity is otherwise fully qualified and meets all county requirements.

When sealed bids are received that do not exceed $3,000,000.00 and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all county requirements.

When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity if otherwise fully qualified and meets all county requirements.

When sealed bids are received that are greater than $5,000,000.00 and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity if otherwise fully qualified and meets all county requirements.

The term “Women or Minority Owned Entity” means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

CONTRACTOR PERFORMANCE REVIEW AND EVALUATION PROCEDURE

It is extremely important that evaluations of Contractors that have performed work for the County be completed in order to document the level of their performance. It is important both for the County and the Contractor to have a mechanism to record the level of performance which will be used as a basis for determining eligibility for future work.

It is MANDATORY that Project Managers associated with projects complete at least one evaluation for each project assigned.

When the evaluation is completed and the score is 60 or above then the evaluation should be sent to the Contract Specialist that is assigned to the Division. To facilitate this process, programmed alerts will be sent with the first alert being sent to the Project Manager 14 days prior to the evaluation due date (notification date).

If the evaluation is not received by the Contract Specialist on the date that it is due alerts will escalate as outlined below:

On due date	Alert sent to Project Manager and Division Director
Notification date + 21 days	Alert sent to Project Manager, Division Director and Department Director
Notification date + 28 days	Alert sent to Project Manager, Division Director, Department Director and Deputy County Manager
Notification date + 35 days	Alert sent to Project Manager, Division Director, Department Director, Deputy County Manager and County Manager

When the Contract Specialist receives the evaluation the Contract Specialist shall review the evaluation, and if properly completed, will send the evaluation to the Contractor. If not properly completed, the Contract Specialist will schedule a meeting with the Procurement Director, the Contract Manager and the Project Manager to review the evaluation and agree upon a final score that is justified with sufficient documentation.

If the Contractor disagrees with the evaluation, they shall have seven (7) workdays from the mailing date of the evaluation to rebut the evaluation. A letter must be sent to the Contract Specialist outlining the points of disagreement. The Contract Specialist will review the evaluation with the Contract Manager, the Procurement Director and the User Division Director and a finding will be sent to the Contractor either upholding or revising the evaluation. This decision will be final and the score may be used to determine if a Contractor is a responsible bidder for future projects with the County. If the Contractor does not dispute the evaluation within the seven (7) day period, the evaluation will be

deemed acknowledged and the score will be used accordingly. The results of the completed evaluation will be maintained by the Procurement Division.

If when the Project Manager completes the evaluation and the score is 59 or below then the Project Manager will advise the Contract Specialist by email notification so that further escalation alerts can be deactivated. The Project Manger will then schedule a meeting through Outlook with their Department and Division Directors, with the Contract Specialist as an optional invitee, for a review of the evaluation and the documentation to support the scores. The escalation alert schedule noted above will not be deactivated if this meeting is not scheduled as outlined herein. This review must take place within ten (10) days after the evaluation due date to prevent further escalation. If, after this review, the score is still 59 or below, then the Project Manager will schedule a meeting with the Division Director and the contractor, with the Contract Specialist as an optional invitee, to discuss all areas of concern. This review must take place within fourteen (14) days after the date of the preceding review to prevent further escalation. After this review with the Contractor, and if no changes are made in the overall score, then the Contractor will be asked to acknowledge that they have attended the review session by signing the evaluation at the bottom of the first page of the evaluation and the evaluation will be forwarded to Procurement to be entered on the Contractor's record. The evaluation must be received within five (5) days of this meeting to prevent further escalation.

The evaluations may be completed for any phase of the work. It is suggested that an evaluation be completed at the fifty percent completion milestone, and at substantial completion. A final evaluation will be made within thirty days following final completion.

The evaluation forms are on Purchasing's webpage.

- Engineering Contractor Evaluation (Transportation Engineering)
- Facilities Contractor Evaluation
- Utilities Contractor Evaluation
- Contractor Evaluation – Annual Bids

BEST VALUE PROCUREMENT

RESOLUTION

On February 18, 2009 the Polk County Board of County Commissioners adopted a resolution authorizing the Procurement Director to make awards based upon a "Best Value Procurement" process.

The "Best Value Procurement" process being used is based on research done by the Performance Based Studies Research Group (PBRSG) at Arizona State University. Their research spans the past fourteen (14) years and utilizes a procurement process that grades past performance, risk assessment plans, value added plans, and interviews in addition to price to determine best value.

Best Value Procurement will utilize a structured process called the Performance Information Procurement System (PIPS). The process will include the following:

- Past Performance scoring
- Risk Assessment Plan scoring
- Value Added Plan scoring
- Scored Interviews
- Analysis to determine Best Value
- Pre-award meeting
- Schedule and Quality Control Plan developed
- Offer made to Best Value Vendor
- Award to Vendor
- Weekly Reports
- Performance Scoring

The objectives of Best Value Procurement are to:

- Reduce management requirements
- Reduce the County's risk
- Assist in defining performance and value (for County, departments and divisions, vendors, and individuals)
- Establish accountability through measurement
- Motivate continuous improvement
- Increase organizational efficiency

The administration of the process may be assisted by the PBSRG at Arizona State University to provide the following:

- Development of a solicitation, working within the constraints and requirements of Polk County, including schedules, scope, etc.
- Education and testing of the best value selection process
- Education of vendors
- Collection of vendor past performance information

- Risk assessment and value added plan evaluation
- Interview of key personnel
- Decision-making model development, execution, and analysis
- Education of preplanning and quality control
- Assistance in contracting the vendor
- Development and Implementation of project and performance tracking tool
- Transfer of all PBSRG pertinent forms, documents, and information

INFORMATION SHEET

When the Procurement Division receives a request for an Invitation for Bid that they feel would benefit from the Best Value Procurement (BVP) process, the Procurement representative will contact the User Division and suggest the BVP process be used.

If the User Division does not wish to follow this process, the procurement will be solicited using normal procedures. If the User Division agrees to follow the BVP process the BVP procedures will apply.

EVALUATING COMMITTEE

The User Division will identify the committee that will be evaluating the BVP and Procurement will conduct training for these individuals on the BVP evaluation process.

SOLICITATION

The solicitation will be given a BVP number and the solicitation invitation will clearly be identified as a Best Value Procurement. Vendors will be given the date and time for a mandatory training session and/or pre-bid meeting to be held to educate them on the BVP process.

SUBMITTALS

In addition to providing submittals to the Procurement Division responding vendors will be required to submit portions of their response to the Performance Based Studies Research Group (PBRSG) at Arizona State University. These items will be clearly identified in the BVP solicitation along with the method of submittal.

Portions of the vendor's submittal will also be required not to exceed pre-determined page lengths and be free from identifying marks such as:

- Company names and/or contact information
- Marketing material
- Identifying logos or colors

PAST PERFORMANCE INFORMATION

Vendors will be required to submit surveys of past performance on pre-determined forms to both PBSRG and Procurement. PBSRG will enter the survey scores into the PIPS database and the vendor will be given a Past Performance Information (PPI) score. Vendors only need to provide this information one (1) time. Once the PPI score is determined it will remain the same for each new BVP the vendor submits on.

EVALUATION PROCESS

The Procurement representative will separate sections of the submittal to be provided to the evaluation committee. The evaluation committee will not be given any identifying information and will be evaluating vendors without knowing their identity. Submittals will be identified as Vendor "A", "B", "C", etc. Evaluators will score the submittals and return to the Procurement representative by the deadline given.

The Procurement representative will forward scores as necessary to PBSRG for entry into the PIPS database. PBSRG will contact the Procurement representative with each vendor's current overall score and it will be determined which vendors will be elevated for interviews. Only those vendors receiving the highest scores will be interviewed. This will be determined on a case-by-case basis by the Procurement Division.

INTERVIEWS

The solicitation will identify the key individuals that may be scheduled for interview, i.e., project manager, site superintendent, etc. Only those individuals identified as being in those key positions in the vendor's submittal may be interviewed. Each person will be interviewed separately and no substitutions will be allowed.

Each member of the evaluating committee will score each individual interviewed independently and the scores will be provided to PBSRG.

IDENTIFICATION OF POTENTIAL BEST VALUE VENDOR

After the scores from the interviews have been entered into the PIPS database each vendor's overall score will be determined.

If the vendor with the highest overall score is also the lowest price, this vendor will be identified as the Potential Best Value and will move on to the Pre-Award Phase. If this vendor is not the lowest price but within five percent (5%) of the next highest ranked vendor, the highest ranked vendor will be identified as the Potential Best Value and will move on to the Pre-Award Phase. If the highest ranked vendor is not within five percent (5%) but the price submitted is within budget and the price can be justified based upon dominate information, this vendor will be identified as the Potential Best Value and will move on to the Pre-Award Phase.

If none of the above apply, the County reserves the right to proceed with the next highest ranked vendor or re-run the BVP process.

PRE-AWARD PHASE

Once a Potential Best Value Vendor is identified and enters into the Pre-Award Phase they will be required to attend a meeting with the User Division, Procurement, and any other necessary party. All concerns of the vendor and of the County will be voiced at this meeting. The vendor will then have approximately 30 days to complete their project planning and create their Quality Control Plan.

If the County is satisfied with the vendors approach to the project and their Quality Control Plan, the vendor will be confirmed as the Best Value Vendor and Procurement will proceed with the award.

WEEKLY REPORTING

The successful vendor will be required to submit weekly progress reports in a pre-determined format. These reports will be sent to the County's project manager, Procurement representative, PBSRG, and architect/engineer (if applicable).

FINAL RATING

After completion of the project the vendor will be given a final rating from the County. This rating will be heavily impacted by the following:

- Change orders
- Project delays
- Poor quality
- Owner surprises
- Complaints
- Ability to submit accurate and timely weekly reports

This final rating will become 50% of the vendor's PPI score for future BVP solicitations.

REQUEST FOR PROPOSAL (RFP)

NOTICE

A General Notice for solicitation, which includes RFP's, shall be published in a newspaper of general circulation in Polk County. The general notice refers potential proposers to the County's website for specific information concerning the RFP. The notice shall be emailed to all parties on the applicable vendor list. Also, any potential proposers that the user division provides shall be placed on the list. Notice of the RFP shall be posted in the Procurement Division. The notice shall provide a full description of material or title of the RFP, state that proposals must be sealed, and provide the date, time and place of opening.

SUBMISSION

The Polk County Procurement Division will issue the RFP and will receive the proposals no later than the time and date specified for submission in the RFP. No proposal shall be accepted after the specified deadline or at any location other than the Procurement Division office. Any proposal received late shall be returned to the proposer unopened.

The Procurement Director may elect to cancel or postpone an RFP at any time prior to the time and date set to open RFPs.

PROPOSAL REVIEW

Recommendation of Award shall be made to the most responsive, responsible proposer whose proposal is determined to be the most advantageous to the County, in accordance with the evaluation criteria contained in the RFP. Evaluation of proposers and/or proposals may be made in a multi-step selection process as set forth in the RFP and shall be based upon criteria set forth in the RFP. The RFP shall state the relative importance of price and other criteria. As provided in the RFP, discussions may be conducted with responsible proposers who submit proposals for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Proposer shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no exchange of information regarding the content or feasibility of the proposals by competing proposers.

If an RFP states that price is one of the criteria that will be considered when evaluating a proposal, then the RFP shall substantially describe how the price stated in a proposal will be evaluated and assigned a numerical score. The Procurement staff member serving as the Chair to the RFP selection committee shall be responsible for evaluating the price element of each of the proposals and assigning a numerical score to each proposal in accordance with the evaluation and scoring process described in the RFP. The RFP selection committee Chair shall record each assigned numerical price score on the score sheet that the Chair has formulated for use on the

RFP and will then issue the score sheet to the RFP selection committee members at the initial meeting of the selection committee.

NEGOTIATIONS

Negotiations shall commence first with the proposer approved by the Board of County Commissioners and if no agreement is reached, then negotiations with this proposer will be formally terminated. Negotiations will commence with other proposers in the descending order of ranking by the Selection Committee and ratified by the Board of County Commissioners.

COMMUNICATIONS

Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of the Request for Proposal and ends upon completion of the protest period. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Approved: _____
Michael Craig, County Attorney

Date: 8/22/2011

Approved: _____
Jim Freeman, County Manager

Date: 8-23-11

REQUEST FOR PROPOSAL (RFP) EVALUATION PROCEDURE (EXCLUDING CCNA)

1. The Procurement Division shall issue and receive the RFP proposals.

2. The evaluation criteria will be stated in the RFP and shall include price, whenever possible.

3. A selection committee shall include representatives from the user department/division, Procurement Division, other departments/divisions involved and any other individual(s) with specialized expertise. The Procurement Division representative will be the Chairperson. The Chairperson shall assume those duties and responsibilities conducive to adherence to proper procedures and fair and consistent evaluation of all proposers; and shall be in charge of all administrative processes and procedures concerning the committee and its deliberations.

NOTE: A Commissioner will be appointed by the Chairman of the Board of County Commissioners to serve on the Selection Committee.

4. The members of the selection committee will be identified when the RFP is requested and a list of such sent to the Procurement Director or Contract Manager. The initial meeting will be to review the selection procedures to distribute proposals received, and to receive a review from the user division of their objectives for the RFP.

5. The selection committee members shall review the proposals received and independently evaluate each proposal for each criteria stated in the RFP. Should the selection committee determine that interviews/presentations are required of all submittals, in order to make an informed choice, evaluation narratives will not be necessary.

6. Should the selection committee members decide to evaluate the proposals for the purpose of elevating firms for further consideration, then evaluation narratives will be required. A determination will be made on how to evaluate price at this time so that price is noted objectively. The selection committee members must come to a consensus of the number of proposals to be elevated for further consideration.

7. The Procurement Director shall ensure that a sufficient number of selection committee members are present to make the aforementioned determinations.

8. The Procurement Director reserves the right to cancel any Request for Proposal during any phase of the solicitation process. The Procurement Director further reserves the right to cancel or rescind any recommendation of award made by the selection committee. Such determination may be based upon proposal mistakes or other reasonable factors determined to be in the best interest of the County.

9. The recommendation of the selection committee will be submitted to the Board for their action. If the Board ratifies the selection committee's recommendation and authorizes the negotiation of a contract, then the resulting contract will come back to the Board for execution by the Chairman.

REQUEST FOR PROPOSAL QUOTE (RFPQ)

Firms will be solicited for goods and/or services for which the scope of work and the specifications cannot be clearly defined. The RFPQ will be for projects less than $50,000.00.

NOTICE

Solicitations for RFPQ's will be emailed to known vendors for the service required. Also, any vendors that the user department/division provides shall be placed on the list. Notice of the RFPQ shall be posted in the Procurement Division. The notice shall: provide a full description of material or title of the RFPQ; state that quotations must be sealed; and provide the date, time and place of opening.

SUBMITTAL

The Polk County Procurement Division will issue the RFPQ and will receive the submittals no later than the time and date specified for submission in the RFPQ. No proposal shall be accepted after the specified deadline or at any location other than the Procurement Division office. Any proposal received late because of submittal to another location shall be returned to the vendor unopened.

The Procurement Director may elect to cancel or postpone an RFPQ at any time prior to the time and date set to open RFPQs.

PROPOSAL REVIEW

Award shall be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the County, in accordance with the evaluation criteria contained in the RFPQ. All criteria, except price, are subjective. The proposal shall be reviewed by the user division and Procurement unless otherwise specified in the RFPQ.

In order for the Procurement Division Director to award an RFPQ, the funds must be budgeted and no protest received. A Purchase Order will be issued to the successful firm.

EMERGENCY PURCHASES

DEFINITION

The emergency purchase of goods and/or services is defined as any procurement made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizens of the County as well as any immediate repairs that are needed to prevent further damage to public property, machinery or equipment.

CRITERIA FOR EMERGENCIES

An emergency purchase is to be initiated only when unexpected circumstances occur that dictate immediate action in order to avoid conditions that would negatively impact the public health or safety or to prevent additional damage to public property.

AUTHORIZATION

The Procurement Director or designee only may authorize emergency purchases. Emergency purchases exceeding $50,000.00 will be reported to the Board on an annual basis.

PROCEDURE

When an emergency exists, the following procedures should be followed:

1. The division head of the ordering department should contact the Procurement Director or designee to explain the nature of the emergency and supply information as specified on the Justification for Emergency Purchase Form. If the Procurement Director approves the purchase, a Purchase Order will be issued upon receipt of a requisition and forwarding of the Justification for Emergency Purchase Form (Emergency Purchase Form can be found on the internet under forms for Procurement Division). The Procurement Division may obtain additional price quotes prior to issuing a Purchase Order number.

2. The Procurement Division will maintain a log and file of emergency purchases. A report of emergency purchases exceeding the mandatory bid amount will be provided to the Board in accordance with the Procurement Ordinance.

EMERGENCY PURCHASES AT NIGHT, ON WEEKENDS OR HOLIDAYS

If an emergency should arise during a time when the Procurement Division is closed, the division head should act to secure the necessary goods or service. The evidence of purchase, such as a sales ticket bill, a delivery slip, counter receipts, etc., which the supplier normally furnishes, should be submitted concurrently with the Justification for Emergency Purchase Form and the requisition by the user department/division to the Procurement Director the next workday following the date of purchase. Such backup documents should be submitted to Accounts Payable with the receipt. The Procurement Division may reject requisitions, where orders have been placed, if there is reason to believe no true emergency existed at the time of purchase.

GENERAL INFORMATION

When emergency purchases are made, the division should make the purchase at the best possible price. A true emergency will often occur as a result of parts and labor needed for repairs to vehicles or equipment, which must be kept in operating order. Emergencies are also created through negligence and are to be avoided. Failure to anticipate normal needs or project deadline dates or a desire to expend excess or remaining budgeted funds prior to year end does not constitute an emergency.

NOTE: Emergency purchases are costly and should be kept to a minimum. They are usually made hurriedly, on a noncompetitive basis and at top prices. Most vendors charge a premium when supplies must be obtained immediately.

NATURAL DISASTER EMERGENCY PURCHASES

Should the Board declare a natural disaster emergency, the Procurement Director or their appointed representative may take the necessary steps to affect the procurement needs of the County. All purchases, which occur during the declared emergency, must adhere to the guidelines as follows:

1. Where it is possible, necessary purchases will be made using the Purchasing Card program and the procedures outlined as "Emergency" in the Purchasing Card Procedures Appendix "A" of this document.

2. Purchases that cannot be made under the Purchasing Card program will be accomplished as follows:

   a. The Procurement Director or their appointed representative may take the necessary steps to achieve the procurement needs of the County.

   b. Should communications with the Procurement Division not exist, the purchase authorization and "Purchase Order issuing" will transfer to a person appointed by the County Manager.

   c. If time and situations allow, any of the aforementioned personnel should attempt to solicit quotations for each emergency purchase. In some situations there may only be time to contact a single vendor, or time may allow for contacting three (3) or more vendors. If the particular situation only allows contacting a single vendor, documentation should be kept for each purchase made.

ALTERNATIVE VENDOR SELECTION (AVS) FOR PURCHASES LESS THAN $50,000.00

The purchase of goods and contractual services $5,000.00 or greater but less than $50,000.00 may be exempt from quotation requirements provided the requester furnishes sufficient justification and documentation for the action. The Procurement Director will review the information submitted and authorize a purchase when the information provided clearly shows that the action is in the best interest of the County.

The requester must state the conditions and circumstances necessitating the purchase via the Alternative Vendor Selection Form, which can be found on the internet. This detailed justification must state what the purchase is for, the reason why quotes should not be obtained and why the use of the selected vendor is in the best interest of the County. No purchase of goods or services shall be made prior to the Procurement Director approving and signing the AVS form. Failure to follow this procedure may result in the loss of the requestor's procurement privileges. At no time should an AVS reach $50,000.00.

This method of procurement may also be used to increase women and minority participation to comply with the intent of the County's W/MBE ordinance.

SOLE SOURCE PURCHASES

Purchases of goods and contractual services from a sole source are exempt from bid requirements upon certification by the Procurement Director stating the conditions and circumstances necessitating the purchase via the Sole Source Purchase form, which can be found on the Internet. This certification shall set forth the purpose and need, in addition to why the item is the only one that will produce the desired results. Purchase of these items in excess of $50,000.00 shall be reported to the Board of County Commissioners.

Sole source purchases may be requested when any of the following criteria apply:

1. Only item that will produce the desired results and is available from only one source of supply; or
2. Where standardization is determined to be desirable by the County; or because of compatibility with existing equipment or systems.

NOTICE OF INTENT TO SOLE SOURCE

The intent to sole source process will be used when it is not reasonably known that a product or service is an only known source.

A "Notice of Intent to Sole Source" will be placed on Purchasing's webpage stating the intent to sole source. The notice will list all requirements, specifications, and any other conditions that must be met. The notice shall also state that any firm wishing to provide information to the County that they can provide the same product or services listed must submit the required information at the date and time specified in the notice.

If there are no submittals received, then the Procurement Director will authorize the sole source purchase. If submittals are received, then the Procurement Director, Senior Buyer/Contract Specialist and User Division Representative will review. If after review the decision is made that no submittals meet the requirements as specified, then the Procurement Director will authorize the sole source purchase. If it is found that the information submitted shows that the product or service that is requested can be provided by other vendors, than an Invitation for Bid or a Request for Proposal will be issued for the product or service.

REQUEST FOR INFORMATION (RFI)

This solicitation is only used to gather information from vendors who provide certain goods or services. The information obtained through this solicitation may be used to develop specifications or a scope of services for a future solicitation.

NOTICE

A General Notice for solicitation, which includes RFI's, shall be published in a newspaper of general circulation in Polk County. The general notice refers potential bidders to the County's website for specific information concerning the RFI. The notice shall be emailed to all parties on the applicable vendor list. Also, any vendors that the user department/division provides shall be placed on the list. Notice of the RFI shall be posted in the Procurement Division. The notice shall: provide a full description of material or title of the RFI; state that RFI's must be sealed; and provide the date, time and place of opening.

SUBMISSION

Submittals must be received by the Polk County Procurement Division no later than the time and date specified for submission in the RFI. No RFI shall be accepted after the specified deadline or at any location other than the Procurement Division office. Any RFI received late shall be returned to the vendor unopened. The Procurement Director may elect to cancel or postpone the RFI at any time prior to the time and date set to open bids.

PRE-QUALIFICATIONS (PQ)
PROJECT SPECIFIC

The pre-qualification process will be used primarily for construction projects, but may also be applied to other projects at the discretion of the Procurement Director.

When the County determines that pre-qualification of vendors is necessary, the following procedures will be followed:

1. The user division will meet with a representative of the Procurement Division to establish criteria for pre-qualification.

2. An evaluation committee will be formed, comprised of representatives from the user division, Procurement Division, the County Attorney's Office, and others as required.

3. The evaluation committee has sole discretion in determining pre-qualifications. The committee's decision shall be referred to the Procurement Director, whose review will be final.

4. A General Notice for solicitation, which includes PQ's, shall be published in a newspaper of general circulation in Polk County. The general notice refers potential bidders to the County's website for specific information concerning the PQ. The notice shall be emailed to all parties on the applicable vendor list.

5. Requested information may include, but will not be limited to, résumé of key personnel, licensing requirements, bonding capacity and job performance references.

6. Pre-qualification must be submitted in a sealed parcel by the date and time specified in the request.

7. The Procurement Division will notify those vendors deemed to be qualified.

8. Only those vendors qualified will be solicited for the project where the pre-qualification process was used.

LETTER OF INTEREST

When it is not known if there are any firms that can provide the type of service that may be required, or if a department/division wants to determine the interest in outsourcing any County service, the letter of interest will be used.

The letter of interest will state the basic services required and will list the date and time for submittal. The letter of interest is only for gathering information. No award will be made. The information received can be used to solicit the services through a formal bid or request for proposal or the department/division may decide not to proceed with any type of procurement.

NEGOTIATED PROCUREMENT

If one (1) or fewer submittals are received after following the procedures as listed in the Procurement Procedures Manual for sealed bids or request for proposals, then the Procurement Director may conduct or authorize others to conduct negotiations, as determined to best meet the needs of the County. The negotiations shall be made on the best price, terms and conditions obtainable by the County.

COOPERATIVE PROCUREMENT, GOVERNMENTAL CONTRACTS AND COMPATIBILITY

1. The Procurement Director shall have the authority to join with other units of government in cooperative procurement ventures, when it is deemed to be in the best interest of the County and not in conflict with County Ordinances.

2. Purchases in any amount may be made against established governmental contracts without bidding, provided they are in the best interest of the County and not in conflict with procurement procedures.

EXCLUSIONS FROM THE PROCUREMENT PROCESS

1. Agreements between the Board and non-profit organizations or governmental entities, including the procurement, transfer sale or exchange of goods and/or services.
2. Procurement of dues and memberships in trade or professional organizations; subscriptions for periodicals; advertisements; postage; expert witnesses; lobbying services; abstracts of titles for real property; title insurance for real property; court reporter services; water, telecommunication services, sewer and electrical utility providers that provide water, telecommunication services, sewer and electricity for the use of the Board of County Commissioners where a fee or charge is paid to the provider for those utilities; copyrighted materials; patented materials; litigation support services; and fees and costs of job-related seminars and training.
3. Goods and/or services given or accepted by the County via grant, gift or bequest.
4. Real property.
5. Any contract awarded by the State of Florida; any contract which has been let to the lowest qualified and responsible bidder pursuant to competitive sealed bids by a county, municipality, school board, other units of local government in Florida, the Florida Sheriff's Association, or the Florida Association of Counties or any purchases made pursuant to Florida Statute 163.01.
6. Any contract pursuant to Request for Proposal which has been let to a responsive, responsible proposer pursuant to competitive sealed proposals by any county, municipality, school board or other units of government and an immediate need has been determined by the Procurement Division Director.
7. Items purchased for resale to the general public.
8. Purchases from private cooperative groups or organizations or a Federal General Services Contract when the best interests of the county would be served thereby, provided the Procurement Division has attempted to obtain three (3) written or verbal quotations and those quotations confirm that the contract price is lower than the price available from vendors who are not a party to said contract.
9. The repair of wrecked County vehicles which have been designated for repair by the County's Risk Manager.
10. Purchases of educational tests, text books, printed instructional materials, films, filmstrips, video-tapes, disk or tape recording or similar licensed or copyrighted audio-visual materials, computer software, library books, reference books, periodicals, printed library cards, and other copyrighted materials where these items are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency, or a recognized educational institution.
11. The binding of insurance policies.

DESIGN-BUILD SERVICES

DESIGN CRITERIA PACKAGE

1. All design-build projects require a design criteria package to define the project parameters, which are to be used to evaluate and govern the proposal. This design criteria package consists of concise performance-oriented drawings, or specifications of the project, or both. The criteria shall include the requirements set forth in Section 287.055-(2) (j), Florida Statutes.

2. The design criteria package shall be prepared and sealed by a design criteria professional employed by or retained by the County.

DESIGN CRITERIA PROFESSIONAL

1. Acceptable entities who may act as the design criteria professional include, but are not limited to:

    a. Licensed professional engineers, architects and landscape architects employed by the County;
    b. A licensed professional engineering, architectural or landscape architectural firm providing management services to the County, where the County has the authority to request such services and the firm selected pursuant to Section 287.055, Florida Statutes; or
    c. Engineering, architectural and landscape architectural firms selected by the County pursuant to Section 287.055, Florida Statutes, to be the design criteria professional.

2. A design criteria professional, who has been selected to prepare the design criteria package, shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package.

3. The Procurement Division Contract Manager and Facilities Management Director, or their designees, shall consult with the design criteria professional concerning their duties which include, but are not limited to:

    a. Evaluation of the responses or bids submitted by the design-build firms;
    b. Supervision or approval by the County of detailed drawings of the project; and
    c. Evaluation or whether the project construction complies with the design criteria package.

PUBLIC NOTICE

1. The Procurement Division shall advertise the design-build project as follows:

    a. A legal ad in a newspaper of general circulation in Polk County;
    b. In one or more construction publications that are available to firms in Polk County; and
    c. Notices to design-build firms in the Procurement Division's vendor database.

2. The advertisement shall include a general description of the project and shall indicate how, and the time within which, interested design firms may apply for consideration.

REQUESTS FOR PROPOSAL

The Request for Proposal shall contain as a minimum the following:

- The design criteria package;
- Basis and method for selection;
- Requirements for determining qualifications of firms submitting proposals;
- Terms and conditions of the proposed agreement; and
- Other items as required by procedure, law and ordinance or prevailing circumstances.

LEGAL QUALIFICATIONS

Any firm or individual desiring to provide design-build services to the County must first be determined legally qualified. Such qualifications are:

1. Firms must be properly certified to engage in contracting through a certified or registered general contractor, or a certified or registered building contractor, as the qualifying agent;
2. Firms must be properly certified to practice or to offer to practice engineering, architecture or landscape architecture; and
3. The firms shall be duly qualified to perform its proposed services under other applicable law.

PROFESSIONAL SERVICES COMMITTEE

A Professional Services Committee (PSC), appointed by the County Manager, shall be used to select design-build firms for recommendation to the Board. The committee shall follow the selection process as stated in the Procurement Procedures Manual under the CCNA section.

EVALUATION AND AWARD

The evaluation and award of the qualified design-build firms shall follow the guidelines under Section 287.055, Florida Statutes, and the Procurement Procedures Manual section for Contracting for Professional Services under the CCNA.

REQUEST FOR QUOTATIONS FOR APPRAISAL SERVICES

1. PROCEDURES FOR SECURING QUALIFIED FIRMS FOR APPRAISAL SERVICES FOR RIGHT-OF-WAY ACQUISITION:

   a. A pre-qualification form has been developed to determine eligibility for the provision of appraisal services for right-of-way acquisition. This form includes, but is not limited to, the following information: location of business; state certification or registration license; verification of insurance; name, address and phone number of the appraiser of record; and experience in the areas of eminent domain, appraisal and review of appraisal work.

   b. Any non-qualified appraiser may request to be qualified by submitting the required form. The Procurement Division will determine the new vendor's threshold and eligibility within ten (10) workdays of receipt of written qualifications. Qualified vendors should renew their qualifications on an annual basis. Automatic renewal will be made for vendors that have a current listing in the Florida Department of Business and Professional Regulation (DBPR).

   c. The Procurement Division will maintain a file of the pre-qualification questionnaires and required documentation of those contractors qualifying to quote. A current DBPR License Information Sheet, showing license status and expiration date will be kept on file.

   d. The Procurement Director or their designee may pre-qualify any unqualified vendor prior to the quotation due date and time, if it is in the best interest of the County.

   e. The preparation of the scope of services required and specifications for the work is the responsibility of the user department/division, with review by the Procurement Division. Specifications must be clear and concise.

2. PROCEDURES FOR SECURING REQUEST FOR QUOTATIONS FOR APPRAISAL SERVICES LESS THAN $5,000.00:

   Appraisal services less than $5,000.00 shall be made using an online requisition or paid by purchasing card.

3. PROCEDURES FOR SECURING REQUEST FOR QUOTATIONS FOR APPRAISAL SERVICES (NOT ON MASTER CONTRACT) FROM $5,000.00 BUT NOT GREATER THAN $25,000.00:

   a. Obtain a Quote Number from the Procurement Division.

   b. Obtain a copy of the latest list of pre-qualified appraisers for right-of-way acquisition purposes.

c. Obtain a written quote for work described in the scope of services from a minimum of three (3) pre-qualified appraisers, two (2) of which are Polk County firms, if such firms are available.

d. When the user division receives the quotes, they should be forwarded to the Procurement Division with a recommendation for award. An online requisition should be entered in the County's web-based requisitioning system for the recommended firm. The Procurement Division will review the quotes along with the recommendation and issue a Purchases Order to the appropriate firm.

4. PROCEDURES FOR SECURING REQUEST FOR QUOTATIONS FOR APPRAISAL SERVICES (NOT ON MASTER CONTRACT) FROM $25,000.00 BUT NOT GREATER THAN $50,000.00:

a. Obtain a Quote Number from the Procurement Division.

b. Obtain a copy of the latest list of pre-qualified appraisers for right-of-way acquisition purposes.

c. Obtain a written quote for work described in the scope of services from a minimum of six (6) pre-qualified appraisers, three (3) of which are Polk County firms, if such firms are available.

d. When the user division receives the quotes, they should be forwarded to the Procurement Division with a recommendation for award. An online requisition should be entered in the County's web-based requisitioning system for the recommended firm. The Procurement Division will review the quotes along with the recommendation and issue a Purchase Order to the appropriate firm.

5. PROCEDURES FOR SECURING REQUEST FOR PROPOSALS (RFP) FOR APPRAISAL SERVICES GREATER THAN $50,000.00:

Appraisal services are excluded from Florida Statute Section 287.055, the "Consultants' Competitive Negotiation Act", therefore appraisal services for work anticipated to exceed $50,000.00 shall be procured pursuant to "Request for Proposals" as set out in these procedures.

Selection of a firm for appraisal services and/or review appraisal services may, at the option of the user department/division, be secured from appraisal firms which are awarded continuing contracts after being selected through the RFP process as outlined herein.

NON-COMPETITIVE UNDEFINED SERVICES CONTINUING SOLICITATION FOR SERVICES

A non-competitive undefined service is a procurement instrument that can be used when a division has a defined scope of services with qualifications and a set payment rate whereby all qualified vendors may participate.

The division will provide the scope of services with the set rates. A continuing solicitation for services is prepared by the Procurement Division which outlines the submittal requirements and will be placed on the Procurement Division's website. Vendors submitting all of the requirements will be evaluated by the Procurement Division and the user division and if qualified will be placed on the qualified vendor list. The continuing solicitation for services is an on-going service and will be reviewed annually.

E-PROCUREMENT

The availability of goods through the Internet has increased greatly in the last few years and some vendors with whom the County is currently doing business make ordering and payment available on line. With the availability of the Internet to all County employees who have personal computers, there is a greater potential for e-procurement.

The mission of the Procurement Division is to purchase goods and/or services at the best price, while treating all vendors fairly with an equal opportunity to do business with the County. In some cases, this mission can be accomplished through e-procurement.

If the user division finds an item that can be purchased on the Internet and the purchase falls within the small purchase limit, then the purchase can be made using the purchasing card as a method of payment. If the amount of the purchase exceeds the small purchase amount and quotation procedures have been followed, then the user division should call the appropriate buyer in the Procurement Division and suggest that the purchase can be made through the Internet.

COUNTY OWNED SURPLUS LANDS

When County owned land has been declared surplus by the Board of County Commissioners and when they have established a minimum price for said land and the Polk County Procurement Division has advertised said land for sale in accordance with State statutes and the County's procurement ordinance and no bids are received, said land will be placed on an "Available Property List" on the Polk County Procurement webpage for not longer than 6 months. If an offer is received and payment subsequently made for the minimum established price, or greater, within the six (6) months it is listed, then the deed conveying the property to the buyer will be executed by the Chairman of the Board of County Commissioners. If after the six (6) month period the property remains unsold, then the property will be re-evaluated and a new recommendation submitted to the Board of County Commissioners.

When the previously established minimum price has been reviewed by the Board of County Commissioners and either confirmed or changed then a new solicitation will be issued and the above cycle will reoccur.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The Board of County Commissioners has determined that the County shall take affirmative action to increase the participation of disadvantaged business enterprises in all County procurement administered through the Procurement Division for the expenditure of grant funds from the Federal Transit Authority, including, as appropriate, the use of annual goals. As such, the Board adopted the Disadvantaged Business Enterprise Program and Affirmative Action Plan in regular session on February 16, 1999.

Jim Freeman, Interim County Manager

11-16-10
Date

PROCEDURES FOR CONTRACTING FOR PROFESSIONAL SERVICES COVERED BY CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)

1. INTRODUCTION

a. PURPOSE

The purpose of these procedures is to ensure Polk County's compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). The following is intended as a summarization of the sections of the CCNA that are most frequently used by the County in the acquisition of services for architects, professional engineers, landscape architects, registered surveyors and mappers. (For complete text, refer to the Florida Statutes.)

CCNA requires the County to announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project, the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO.

These procedures establish guidelines by which architects, professional engineers, landscape architects, surveyors and mappers are to be selected for jobs with the County. The criteria includes that these firms should be chosen on the basis of professional personnel; whether or not a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms; and the volume of work previously awarded to each firm by the County, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

There is nothing in the Act that precludes the County from entering into a continuing contract. The Act defines a "continuing contract" as a contract for professional services entered into in accordance with all the procedures of the Act between the County and a firm whereby the firm provides professional services to the County for projects in which construction costs do not exceed $2,000,000; study activity when the fee for such professional service does not exceed $200,000; or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause.

b. **DEFINITIONS**

COUNTY MANAGER – County Manager of Polk County, Florida, or designee.

PROCUREMENT DIRECTOR – Procurement Director of Polk County, Florida, or designee.

BOARD – Board of County Commissioners of Polk County, Florida.

COMPENSATION -- The total amount paid by the County for professional services.

COUNTY – Polk County, a political subdivision of the State of Florida.

FIRM – Any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, landscape architecture or land surveying in the State of Florida.

PROFESSIONAL SERVICES – Those services within the scope of practice of architecture, professional engineering, landscape architecture or registered land surveying, as defined by the laws of the State of Florida; or those performed by any architect, professional engineer, landscape architect or registered land surveyor, in connection with their professional employment or practice.

PROPOSAL – An executed formal document submitted to the County by a qualified firm or individual which states the professional service offered to satisfy the need as requested in the Request for Proposal.

USER AGENCY – The unit of Polk County government, which initiates the project and/or utilizes the final product of the professional services work.

2. PROCEDURES

a. PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES

i. PUBLIC ANNOUNCEMENT

The Procurement Director or designee shall publicly advertise in a uniform and consistent manner on each occasion when professional services are required to be engaged, except in cases of valid public emergencies as declared by the Board. The announcement shall include a general description of the project and shall indicate how, and the time within which, interested consultants may apply for consideration.

ii. CERTIFICATION AND PRE-QUALIFICATION

Any firm or individual interested in providing professional services to the Board must first be certified as qualified. The Procurement Director will adopt qualifications as defined herein.

1. Certification shall be based upon meeting the following qualifications:

   (a) Firms must be properly registered with the Department of Professional Regulation to practice their profession in the State of Florida.

   (b) If the firm offering professional services is a corporation, it must be properly chartered with the Florida Department of State.

   (c) Standard Form (SF) 330 for the firm. Separate SF 330s are required for corporate offices and local offices, if applicable.

   (d) Equal Employment Opportunity Plan, for firms with fifteen (15) or more employees, is on file with the Procurement Division.

2. The Procurement Division shall prepare and maintain a list of firms qualified by training and experience in the various technical fields of specialty and which have expressed a desire to be considered for County work.

3. Firms desiring to provide professional consultant services to the Board will be required to submit a statement of qualification and performance data. It is the responsibility of the architect, professional engineer, landscape architect, registered surveyors and mappers to keep qualification data current.

b. PROFESSIONAL SERVICES SELECTION COMMITTEE

i. COMMITTEE COMPOSITION

The following members will serve on the Professional Services Selection Committee. The County Manager will approve the members and can add additional members as they so choose. The Procurement Director will designate who will serve on the negotiation team. The Procurement Director will chair the negotiation committee.

1. County Attorney Representative (At the option of the County Attorney, an Assistant County Attorney may serve on the committee)

2. User Department (The department director will appoint two members to serve on the committee who are sufficiently qualified to evaluate the technical qualifications of the proposals)

3. User Division (Primary User), four members

(The division director or designee will serve, and will appoint three other members from the division.)

4. EO Office (At the discretion of the County EO Officer, an EO staff member may serve on the committee)

5. Selection Committee Chairperson

The Procurement Division Director, Procurement Manager or Procurement Specialist shall chair the committee. (The Chairperson shall assume those duties and responsibilities conducive to adherence to proper procedures and fair and consistent evaluation of all proposers; and shall be in charge of all administrative processes and procedures concerning the committee and its deliberations.)

Notes: 1. The County Manager or designee may alter the makeup of the selection committee as described above.

2. A commissioner may be appointed by the Chairman to serve on the selection committee.

ii. Meetings of the Professional Services Selection Committee shall be noticed in the Board Agenda announcements or in the lobby of the Polk County Administration Building. Minutes shall be kept of all such meetings.

iii. CONTACT WITH CONSULTANTS DURING REVIEW PROCESS

Members of the Professional Services Selection Committee are prohibited from discussing a submittal on any project with any firm whose proposal they are reviewing until such time as a final selection has been made. Questions received during the review period shall be referred to the Procurement Division.

c. COMPETITIVE SELECTION

i. RECOMMENDATION FOR SELECTION

After careful review of all proposals submitted, the Professional Services Selection Committee shall identify no less than three (3) firms deemed to be most highly qualified to perform the required services. The number of firms with which the County will negotiate and award a contract shall also be stated in the Request for Proposal.

The Procurement Division shall submit the recommendation of the selection committee to the Board for their review and approval of the committee's ranking and authorization to negotiate a contract with the selected firm(s). When negotiations have been completed, the contract(s) will be submitted to the Board for approval and execution.

Recommendation for selection of the firms shall be based on the following criteria with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principles of selection of the most highly qualified firm(s).

1. Experience and expertise of the consulting firm and its key personnel in projects similar to those in the Request for Proposal (25 points)

   The firm provides project experience and contact personnel with elements of experience and expertise as may relate to the scope of service or project(s) requested in the RFP. States key personnel's experience for services called out in the RFP.

2. Approach to meeting the County's needs as stated in the Scope of Services (15 points)

   The proposal demonstrates that the consultant understands the County's needs and has a clear and specific plan to respond to request for specific project proposals. Clearly states the firm's proposed design philosophy; possible alternatives; and/or cost savings. Or – the proposal is lacking or is inadequate in demonstrating a clear understanding of the most basic requirements of the scope of services or specific projects identified.

3. Specific documentation that demonstrates an ability to work with County and regulatory agency staff (5 points)

   Considerations should be given for the firm's ability to expedite permitting

4. Client reference list. (10 points)

   A client list showing the current contact person, telephone number and email address for each project used as a reference. Additional information if

requested in the Request for Proposal. A survey may be used in addition to references provided.

5. Ability to complete projects in a timely manner (5 points)

   A description of the means the firm will use to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete project. A description of methods that will be used to expedite a project, if necessary.

6. Minority Consultants/Sub-consultants (5 points)

7. County evaluation rating for past projects with the County (10 points maximum)

   If the Consultant has worked for the County and there are no evaluations on file or the Consultant has not worked for the County (4 points [average rating])

8. Volume of Work Previously Awarded by the County

   Contract value awarded to a firm during the two (2) previous completed fiscal years and are distributed as follows:

   $0 - $200,000 (5 points)

   $200,001 - $400,000 (4 points)

   $400,001 - $600,000 (3 points)

   $600,001 - $800,000 (2 points)

   $801,000 - $1,000,000 (1 point)

   Over $1,000,000 (0 points)

9. Location of key personnel

   Firms located in Polk County (15 points)

   Firms with corporate headquarters in Polk County (5 points)

   All other firms – (5 points)

ARCHITECTS
LANDSCAPE ARCHITECTS
GRADING FORMAT

Sample method of allocating points for certified minorities and local participation

				Total Score
Certified minority firm (ownership of firm is at least 51% minority)			**+5**	
Sub-consultants				
Civil Engineer	(non-minority)	-.5		
Structural Engineer	(minority)	0		
Mechanical Engineer	(minority)	0		
Electrical Engineer	(non-minority)	-.5		
Landscape Architect	(non-minority)	0		
Interior Design	(in-house)	0		
				+4
Non-minority firm			**0**	
Sub-consultants				
Civil Engineer	(non-minority)	0		
Structural Engineer	(minority)	+.5		
Mechanical Engineer	(minority)	+.5		
Electrical Engineer	(minority)	+.5		
Landscape Architect	(non-minority)	0		
Interior Design	(minority)	0		
				+1.5
Local Firm			**+15**	
Sub-consultants				
Civil Engineer	(out of County)	-.5		
Structural Engineer	(out of County)	-.5		
Mechanical Engineer	(local)	0		
Electrical Engineer	(local)	0		
Landscape Architect	(local)	0		
Interior Design	(local)	0		
				+14
Out of County Firm			**+5**	
Sub-consultants				
Civil Engineer	(out of County)	0		
Structural Engineer	(out of County)	0		
Mechanical Engineer	(out of County)	0		
Electrical Engineer	(out of County)	0		
Landscape Architect	(local)	+.5		
Interior Design	(local)	+.5		
				+6

Local Firm with Polk County Headquarters **+20**

Sub-consultants

Civil Engineer	(out of County)	-.5
Structural Engineer	(out of County)	-.5
Mechanical Engineer	(local)	0
Electrical Engineer	(local)	0
Landscape Architect	(local)	0
Interior Design	(local)	0

+19

ENGINEERING
GRADING FORMAT SAMPLE

Sample method of allocating points for certified minorities and local participation

					Total Score
Certified minority firm (ownership of firm is at least 51% minority)				**+5**	
Sub-consultants					
Sub-consultant A	Civil	(non-minority)	-.5		
Sub-consultant B	N/A	-			
Sub-consultant C	N/A	-			
Sub-consultant D	N/A	-			
Sub-consultant E	N/A	-			+4.5
Non-minority firm				**0**	
Sub-consultants					
Sub-consultant A	Civil	(minority)	+.5		
Sub-consultant B	N/A	-			
Sub-consultant C	N/A	-			
Sub-consultant D	N/A	-			
Sub-consultant E	N/A	-			+.5
Local Firm				**+15**	
Sub-consultants					
Sub-consultant A	Civil	(out of county)	-.5		
Sub-consultant B	N/A		0		
Sub-consultant C	N/A		0		
Sub-consultant D	N/A		0		
Sub-consultant E	N/A		0		
					+14.5
Out of County Firm				**+5**	
Sub-consultants					
Sub-consultant A	Civil	(local)	+.5		
Sub-consultant B	N/A		0		
Sub-consultant C	N/A		0		
Sub-consultant D	N/A		0		
Sub-consultant E	N/A		0		
					+5.5
Local Firm With Headquarters in Polk County				**+20**	
Sub-consultants					
Civil Engineer	(out of County)		-.5		
Structural Engineer	(out of County)		-.5		
Mechanical Engineer	(local)		0		
Electrical Engineer	(local)		0		
Landscape Architect	(local)		0		
Interior Design	(local)		0		
					+19

ii. INTERVIEWS OR ORAL PRESENTATIONS

If the Professional Services Selection Committee so chooses, interviews or presentations will be scheduled with the firms short-listed.

1. The Professional Selection Committee will be provided with worksheets listing the following criteria to assist in ranking the short-listed firms. The committee members may use other criteria, as they deem appropriate. All worksheets will become a part of the record.

   (a) Management/Team approach
   (b) Approach to the project and methods used to plan, design and administer the project.
   (c) Project Experience
   (d) Other criteria
   (e) Minority Firm
   (f) Location of Firm

2. In instances where interviews or oral presentations are not required, the Professional Services Selection Committee may request the Committee Chairperson conduct telephone discussions with not less than three (3) firms regarding their qualifications, their approach to the project, and their ability to furnish the required services.

3. Should information arise during the discussions that the Chairperson feels warrants further review by the Professional Selection Committee, the Chairperson will convene the committee to review the information in question.

4. No points are assessed for telephone discussion. The Selection Committee may decrease the scores of the firms if the information received during the telephone discussion conflicts with information provided in the written response.

d. COMPETITIVE NEGOTIATION

CONTRACT NEGOTIATIONS

The assigned negotiation team shall negotiate a contract with the top ranked firm or firms.

If a contract cannot be negotiated with the top ranked firm, negotiations with the top ranked firm will be formally terminated and the negotiation team shall negotiate with the second and third ranked firms as necessary. Should the negotiation team be unable to negotiate a satisfactory contract with any of the selected firms, the Board of County Commissioners shall select additional firms in order of their competence and qualifications and negotiations will continue in accordance with this section until an agreement is reached.

INTERVIEWS OR ORAL PRESENTATIONPROFESSIONAL SELECTION COMMITTEE WORKSHEET

NAME OF FIRM:

1. MANAGEMENT/TEAM APPROACH

5 points Project personnel and management team do not have the appropriate level of experience and/or does not contain all necessary disciplines. Team leader answers the questions and does not rely on team members for support.

10 points Some project personnel and management team have the proper level of experience and contains most discipline. Team or leadership not working well together; they do not seem to work effectively as a team.

15 points Most, if not all, project personnel and management team have the proper level of experience. The team seems functional and understands each other's role well.

25points All project personnel and management team have proper level of experience. The project manager, as well as several members of the team, is uniquely qualified. Team leader knows member's strengths and uses them in an effective and appropriate manner.

2. APPROACH TO THE PROJECT(S) AND METHODS USED TO PLAN, DESIGN AND ADMINISTER THE PROJECT(S)

5 points Interview or presentation shows inadequate understanding of the scope of services, project(s), and program requirements. No application of special knowledge, innovations or technology.

10 points Interview or presentation shows adequate understanding of the scope of services, project(s), and program requirements. No application of special knowledge, innovations or technology.

15 points Interview or presentation indicates more than adequate understanding of the scope of services, project(s), and program requirements. Minor application of special knowledge, innovations or technology.

25 points Interview or presentation provided shows superior understanding of the scope of services, project(s), and program requirements. Application of special knowledge, innovations or technology.

3. PROJECT EXPERIENCE

5 points Project team members do not have the appropriate level of experience and/or do not represent all necessary disciplines.

10 points Most, if not all, project team members have the proper level of experience and represent most disciplines.

15 points All project team members have the proper level of experience and project manager is uniquely qualified. All necessary disciplines are represented.

25 points All project team members have the proper level of experience and several are uniquely qualified. The team members successfully convey how insights gained from other projects are applicable and beneficial to the project(s).

4. OTHER CRITERIA

5 points Criteria to be determined by committee members.

5. MINORITY FIRM

5 points Ownership of firm is at least 51% minority (scores carried over from short-list selection).

6. LOCAL FIRM

15 points Firm is located in Polk County (Score carried over from short-list selection).

5 points Firm is headquartered in Polk County (Score carried over from short-list selection).

Selection Procedures for Consultants with Continuing Contracts

To select a consultant that has an existing continuing contract with the County, the Division Director shall do the following:

1. Review the current list of Master Consultant Agreements that exist for the service that is needed and determine which of the firms holding these agreements are located in Polk County, either with headquarters of the company or with an office that has permanents staff that would be dedicated to management of the project being proposed. From this list of local firms, proceed with selection based on further criteria outlined in the following items. If after any step in this procedure there are no Polk County firms to consider, then return to step 1 and list the remaining out of County firms for further consideration

2. Review this list to determine whether or not any of these firms have the expertise, experience, and personnel required for the project being proposed. Elevate those firms that meet these criteria to the next step.

3. Review this list to determine whether the past performance on similar projects has been satisfactory or not. Elevate those firms with outstanding past performance to the next step.

4. Review the total amount of money the County has contracted with each firm that is under continuing contract with the County during the last 24-month period. (A report of these contracts can be obtained from the Procurement Division.) Select firm(s) with the lowest dollar volume during the last 24-month period. (Select at least 2 firms.) Consideration of other qualifying factors for the specific scope of work should be as follows in step 5. First consideration will be given to the firm(s) elevated from step 3.

5. Review the firm(s) selected from step 4 to determine whether the firm meets the needs of the proposed scope of work as further outlined in this step. Some of the qualifying factors for the firm(s) to meet the needs of the County could be: Professional that will be assigned to the project; Location of this person and other key personnel that will work on the project; Phased projects where a particular consultant has performed pervious phases or significant portions of the project. Special needs of the proposed scope of work should be addressed during this review. Consideration may be given to sub-consultants.

If another selection is required, go back to the process in step 1 and then repeat the process. Continue this process until a firm is selected that meets these requirements and the needs of the project.

NOTE: Documentation of the justification to eliminate firms from consideration during steps 1 though 5 should be sent to the Procurement Director along with the Consultant Services Authorization form that is being submitted for approval. When a firm has been eliminated from consideration under this process, evidence that the division has attempted to address the deficiencies, including past performance, should be part of the documentation submitted. These attachments will be attached to each consultant's record in the Procurement Division. This documentation will provide a central area of records to provide evidence that the County is in compliance with FS 287.55

This effort is not intended to supersede or negate qualifications required for the scope of services requested.

6. The next process is to verify that the proposed scope of work is consistent with the scope of services in the RFP from which the consultants were selected. If the answer is affirmative, proceed to step 7. If the answer is negative, call the Procurement Director for assistance.

7. If one consultant is desired over others from the resulting selection(s), the division should be in a position to represent and support the fee proposal as being fair and reasonable for the service being provided. (This would typically be from a staff member who has the experience and/or expertise to analyze the consultant's proposals.) This process will ensure that the county is receiving a fair proposal for the scope of services needed.

CONSULTANT PERFORMANCE REVIEW AND EVALUATION PROCEDURE

It is extremely important that evaluations of Consultants that have performed work for the County be completed in order to document the level of their performance. It is important both for the County and the Consultant to have a mechanism to record the level of performance which will be used as a basis for determining eligibility for future work.

It is MANDATORY that Project Managers associated with projects complete at least one evaluation for each project assigned.

When the evaluation is completed and the score is 60 or above then the evaluation should be sent to the Contract Specialist that is assigned to the Division. To facilitate this process, programmed alerts will be sent with the first alert being sent to the Project Manager 14 days prior to the evaluation due date.

If the evaluation is not received by the Contract Specialist on the date that it is due alerts will escalate as outlined below:

On due date	Alert sent to Project Manager and Division Director
Notification date + 21 days	Alert sent to Project Manager, Division Director and Department Director
Notification date + 28 days	Alert sent to Project Manager, Division Director, Department Director and Deputy County Manager
Notification date + 35 days	Alert sent to Project Manager, Division Director, Department Director, Deputy County Manager and County Manager

When the Contract Specialist receives the evaluation the Contract Specialist shall review the evaluation, and if properly completed, will send the evaluation to the Consultant. If not properly completed, the Contract Specialist will schedule a meeting with the Procurement Director, the Contract Manager and the Project Manager to review the evaluation and agree upon a final score that is justified with sufficient documentation.

If the Consultant disagrees with the evaluation, they shall have seven (7) workdays from the mailing date of the evaluation to rebut the evaluation. A letter must be sent to the Contract Specialist outlining the points of disagreement. The Contract Specialist will review the evaluation with the Contract Manager, the Procurement Director and the User Division Director and a finding will be sent to the Consultant either upholding or revising the evaluation. This decision will be final and the grades will be used for future selection. If the Consultant does not dispute the evaluation within the seven (7) day period, the evaluation will be deemed acknowledged and grades therein used accordingly. The results of the completed evaluation will be maintained by the Procurement Division and applied to that firm's evaluations on future selections.

If when the Project Manager completes the evaluation and the score is 59 or below then the Project Manager will advise the Contract Specialist by email notification so that further escalation alerts can be deactivated. The Project Manger will then schedule a meeting through Outlook with their Department and Division Directors, with the Contract Specialist as an optional invitee, for a review of the evaluation and the documentation to support the scores. The escalation alert schedule noted above will not be deactivated if this meeting is not scheduled as outlined herein. This review must take place within ten (10) days after the evaluation due date to prevent further escalation. If, after this review, the score is still 59 or below, then the Project Manager will schedule a meeting with the Division Director and the Consultant, with the Contract Specialist as an optional invitee, to discuss all areas of concern. This review must take place within fourteen (14) days after the date of the preceding review to prevent further escalation. After this review with the Consultant, and if no changes are made in the overall score, then the Consultant will be asked to acknowledge that they have attended the review session by signing the evaluation at the bottom of the first page of the evaluation and the evaluation will be forwarded to Procurement to be entered on the Consultant's record. The evaluation must be received within five (5) days of this meeting to prevent further escalation.

The evaluations may be completed for any phase of the work. It is suggested that if the design work takes longer than six months, an interim evaluation should be completed and every six months thereafter, should it be necessary, until completion of the project. A final evaluation will be made within thirty days following final acceptance of the service.

Evaluations will be grouped by the type of design services performed so that cumulative scores will only reflect that type of work.

The evaluation forms are on Purchasing's webpage.

- Engineering Consultant Evaluation (Transportation Engineering)
- Facilities Consultant Evaluation
- Utilities Consultant Evaluation
- Study Evaluation Form
- Short Form Consultant Evaluation

PROFESSIONAL EVALUATION PROCEDURE RATING CONVERSION CHART

The following conversion chart will be used in determining the score to be assigned to firms based on evaluations performed on that firm on previous or on-going Polk County projects. The Procurement Division will assign scores from the consultant evaluations performed by the Project Manager.

EVALUATION SCORE ASSIGNED BY P.M.	SCORE FOR FUTURE EVALUATIONS
29 – 35	-05
36 – 42	-04
43 – 49	-03
50 – 56	-02
57 – 63	-01
64 – 69	0
70 – 75	+2
76 – 80	+4
81 – 87	+6
88 – 93	+8
94 - 100	+10

The evaluation score is determined by adding the interim scores from all evaluations completed for the contract, plus the construction grade, divided by the number of scores (i.e., if three (3) evaluations have been completed on schedule, quality and management areas, the total of the three (3) scores would be added to the construction grade and divided by four (4) to arrive at an evaluation score.) The corresponding score is then given an assigned value for future RFP evaluations.

CONSULTANT AGREEMENTS

1. Agreements for Single Project

   a. Compensation

   When a firm is selected as a result of a Request for Proposal (RFP) under CCNA, and the Board has authorized the negotiation of a contract, then the Procurement Director shall establish and Chair a negotiation committee to negotiate the fee schedule to be utilized in the contract. The user division will negotiate the proposal for scope of work and compensation. The compensation may be "lump sum" or "not to exceed".

   b. Agreement

   The Contract Manager or Contract Specialist shall prepare the contract for the appropriate signatures and in conjunction with the user division, prepare an agenda item for contract execution by the Chairman of the Board of County Commissioners. Once the Chairman has executed the agreement, the user division will create a requisition in the County's web-based requisitioning system for the total amount of the agreement.

   c. Application for Payment

   When the application for payment has been submitted to and approved by the user division, it shall be forwarded to the appropriate Contract Specialist for processing.

2. Agreement for Continuing Contracts

   a. Compensation

   When one or more firms are selected for continuing contracts as a result of an RFP under CCNA and the Board has authorized the negotiation for contract(s), then the Procurement Director shall establish and Chair a negotiation committee to negotiate the fee schedule to be utilized in the contract. The fee schedule will be used by the consultant to establish either "not to exceed" or "lump sum" proposals for the user division requesting the consultant services.

   b. Agreement

   The Contract Manager or Contract Specialist shall prepare the contract(s) for the appropriate signatures and prepare an agenda item for contract execution by the Chairman of the Board of County Commissioners.

c. Consultant Services Authorization (CSA)

The method of obtaining services under a master consultant agreement shall be by the approval of a CSA. The user division must review the scope of services to determine the eligibility for a CSA. Guidelines for processing the CSAs for approval is as stated in Selection Procedures for Consultants with Continuing Contracts

Amount of CSA

If the scope of services is approved by the Purchasing Division and the County Attorney's office and the consultant's fees are $100,000.00 or greater, the CSA shall be sent to the County Manager's office for a determination of whether the design should be done under an existing Master Consulting Agreement or if an RFP should be issued to select a consultant. If proposed fees are less than $100,000.00, and the CSA has the above approvals, then the CSA will be returned to the user division for submission through the normal agenda process.

The appropriate CSA form is available on the County's website.

PROTEST PROCEDURES

Polk County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following protest procedures are adopted:

All Procurement notices with respect to recommendation of awards, suspensions and debarments, shall set forth the following statement:

"FAILURE TO FOLLOW THE PROCUREMENT PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

RIGHT TO PROTEST

Any aggrieved, actual or prospective bidder or proposer in connection with a solicitation, suspension, debarment, consultant evaluation, or pending award of a bid or contract may protest to the Procurement Director.

A. NOTIFICATION: The Procurement Division shall post all recommendation of awards available for review by the General Public on the front lobby bulletin boards of the Procurement Division and the County Administration Building. Vendors who submit a bid or request for proposal (RFP), or who are being suspended or debarred, will be notified by email.

B. INITIAL NOTICE: Any person adversely affected by an intended decision or action with respect to the initial award of any bid or request for proposal, suspension or debarment shall file with the County's Procurement Director a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Procurement Director not later than four o'clock (4:00) p.m. on the third (3rd) workday following the emailing date of the notice of the recommendation of award, suspension or debarment (excluding Saturdays, Sundays and legal County holidays). In addition, a protest bond in the form of a non-refundable cashier's check in the amount of one thousand dollars ($1,000.00) shall be submitted with the written initial protest. The initial notice of intent to file protest shall state the basis of the protest (recommendation of award protest, suspension protest, debarment protest), and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a cashier's check of $1,000.00 shall constitute a waiver of the right to seek any remedy provided under the protest procedure. Upon the receipt of a timely initial Notice of Protest, the Procurement Director shall toll the recommendation of award, suspension or debarment. Should the affected party decide to withdraw their initial notice of intent to protest during the tolled action, the $1,000.00 protest bond will be refunded in full. This is the only reason the County will refund the protest bond.

If during tolled action, the Procurement Director determines that an Emergency Purchase is necessary, as defined in the Procurement Procedures Manual, action may be taken to secure the goods or services.

C. FORMAL NOTICE: Any person who has filed an initial notice, as described above, shall file a formal written protest within ten (10) calendar days after the date of filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Procurement Director within ten (10) calendar days of the initial notice of intent to file protest. No amendments to the protest will be allowed after the ten (10) calendar day period has expired. The formal written protest shall contain the following:

1. County bid or RFP identification number and title (if applicable).
2. Name and address of the department, division or agency affected.
3. The name and address of the affected party, and the title or position of the person submitting the protest.
4. A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
5. Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.
6. The statement shall indicate the relief to which the affected party deems himself/herself entitled.
7. Such other information as the affected party deems to be material to the issue.

CI. PROTEST MEETING: The Procurement Director will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Clerk of the Court or designee the Deputy County Manager or designee who will serve as the Chairperson and the Assistant County Manager or designee. The County Attorney or designee shall be present and advise the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal County holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the date and time of the Bid Protest meting and will be advised to be present at the meeting where they will be allowed the opportunity to present to the Bid Protest Committee. The parties may bring a representative if they so choose. The Procurement Director or designee shall present the background for the protest to the Committee. The purpose of the protest meeting is:
1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the County Manager.
The agenda for the protest meeting will be:

- The Procurement Director will present the background as to why the recommendation for award was made or why the vendor is being suspended or debarred
- The protesting party or their representative will speak to how they were adversely affected by the decision of the Procurement Division
- The other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest
- During the meeting, the Protest Committee can ask questions of all parties as necessary

G. The Protest Committee will render their recommendation in writing to the County Manager within five (5) workdays of the bid protest meeting. The County Manager may conduct an evidentiary hearing, if there are disputed issues of material fact. The County Manager will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation date of the hearing or the review, whichever is later. The County Manager's decision shall be final and binding. No further protests of the action in question will be heard.

.H. Any person who is aggrieved by the final and binding decision of the County Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the County within 30 calendar days following the County Manager's final and binding decision.

SUSPENSION AND DEBARMENT

AUTHORITY: The Procurement Director may suspend or debar, for cause, the right of a vendor to be included on a vendor list and any bid; or response from that vendor can be rejected.

1. SUSPENSION AND DEBARMENT: A vendor may be suspended for a period not to exceed two (2) years, as determined by the Procurement Director, based upon the following:

   a. Vendor defaults or fails to fully comply with the conditions, specifications or terms of a bid, quotation, proposal or contract with the County;
   b. Vendor commits any fraud or misrepresentation in connection with a vendor registration, Affidavit of Women or Minority Business Designation, bid, quotation, proposal or contract with the County;
   c. Vendor responds as "able and willing" to bid on a Sheltered Market Bid and does not submit a bid response;
   d. Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense regarding an incident obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
   e. Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a County government contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided to the County by the vendor.
   f. Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
   g. Vendor violates the ethical standards set forth in local, state or federal law; or
   h. Any other cause the Procurement Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business as a County government contractor, including but not limited to suspension by another governmental entity for substantial cause.

2 PERMANENT DEBARMENT: A vendor may be permanently debarred for the following:

   a. Default or failure to fully comply with the conditions, specifications, drawings or terms of a bid, proposal or contract with the County two (2) times in any three (3) year period.
   b. Conviction of or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections A.3. and A.4. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition from vendor to the County.

VENDOR COMPLAINT
OR REQUEST FOR ASSISTANCE

Vendor complaints and requests for assistance must be documented. The vendor complaint form should be used to report unsatisfactory performance, poor quality, unsatisfactory goods, services or construction not meeting specifications. Vendor Complaint and Request for Assistance forms should be completed and mailed to the vendor within five (5) workdays of the action. A copy should be furnished to the Procurement Director to be placed in the vendor file.

1. TO PROPERLY PREPARE A VENDOR COMPLAINT FORM THE USER DIVISION MUST PROVIDE THE FOLLOWING INFORMATION:

   a. Date.
   b. Vendor name, address and phone number.
   c. User department/division and contact person.
   d. Purchase order number or bid number.
   e. Department/Division Director's signature.
   f. Statement of exactly what the complaint is and why it is being reported.
   g. All documentation needed to substantiate the complaint.

2. DISTRIBUTION: Vendor Complaint forms should be forwarded to the vendor for review and/ or resolution, with a copy to the Procurement Division. The vendor shall be given seven (7) workdays to respond to the complaint. Should a satisfactory response be received, the user department/division should notify the Procurement Division that the complaint has been resolved. If there is no response to the complaint or if the response is unsatisfactory then the user department/division should submit a request for assistance on the appropriate form, which can be found on the Internet, to the Procurement Division.

3. GENERAL INFORMATION: The user department/division will be notified of any resolution or action to be taken by the Procurement Director.

VENDOR COMMENDATIONS

The Procurement Division is interested in feedback regarding exceptional vendor performance. This information is used when considering the extension of annual bids. Please submit a Vendor Commendation form, which can be found on the Internet, to the Procurement Division for vendors that display exceptional performance, outstanding quality of goods and/or services or construction exceeding specifications.

POLK COUNTY PURCHASING CARD

APPENDIX A

Polk County Purchasing Card Procedures

SECTION I-INTRODUCTION

The Polk County Board of County Commissioners= Purchasing Card Program is designed to improve efficiency in processing purchases from any vendor who accepts the Visa credit card. Most vendors for the Board of County Commissioners accept the Visa Credit Card as a means of payment.

This program allows the cardholder to purchase approved goods and services directly from vendors. Each Purchasing Card (hereinafter "Card") is issued to a named employee of the Polk County Board of County Commissioners and Polk County (hereinafter "County") is clearly shown on the card as the buyer of goods and services.

The Procurement Division will administer the program and, together with the Finance and Accounting office of the Clerk of Courts, will monitor the performance of the program. All questions or concerns should be directed to the following people.

Procurement Procedures:	Purchasing Card Administrator	534-5610
Procurement Operations:	Purchasing Card Administrator	534-5610
Payment related:	Accounts Payable Supervisor	534-6010

1. <u>PURPOSE OF CARD PROGRAM & HOW IT WORKS:</u>

   A. The Card system simplifies the procurement/disbursement process and provides an efficient method of paying for goods and services.

   B. Purchasing Cards should be issued to individual employees who frequently purchase goods and/or services.

   C. Reduce the use of small and multiple purchase orders and direct pays.

   D. Ensure that Card purchases are in accordance with the County's ordinances, policies and procedures.

   E. Reduce the time spent processing low dollar transactions.

   F. Ensure that the County bears no legal liability from inappropriate use of the Cards.

   G. Provide for disciplinary action if the Cards are misused.

Herein are the <u>minimum</u> standards for the County's Departments/Divisions. The County's Department/Divisions may establish additional controls with approval of the Procurement Director.

Procurement responsibility is delegated to the ordering department/division enabling an authorized cardholder to place an order directly with a vendor.

When the vendor at the point-of-sale requests a purchase authorization, the Visa Purchasing Card system checks the transaction against preset limits established by the employee's department/division. Transactions are approved or declined (electronically) based on the Card authorization criteria established. The authorization criteria has been established through profiles which contain single purchase spending limits, monthly spending limits and approved merchant category codes. Department/Division Directors will determine which spending profile each cardholder is assigned to. Division Directors, with approval of Department Directors, may assign a cardholder to a full-time travel profile

Any changes to a cardholder's profile must be submitted in writing by the appropriate Department/Division Director to the Purchasing Card Administrator (PCA).

2. WHO DOES WHAT?

The following are the responsibilities of individuals and the Departments/Divisions involved in the Card system.

Cardholder

- Hold the Card and card number and keep them secure
- Order goods and services
- Receive and inspect all purchased goods and services
- Collect and save sales receipts
- Match receipts with monthly card statement
- Review monthly statement for validity of all transactions
- Identify and handle disputed charges
- Attach receipts and sign monthly statement certifying charges and submit to the Group Accountant
- Review monthly charges with Group Accountant when appropriate
- Comply with all Procurement and Purchasing Card procedures

Department/Division Group Accountant

[Individual(s) designated by Department/Division Director]

- Print monthly individual statements for all assigned Cardholders
- Distribute statements to the appropriate Cardholders
- Review statements and verify receipts are attached
- Ensure sales tax was not charged on any statement
- Code the appropriate accounting string to all charges
- Forward statement(s) with signed summary to Finance and Accounting within 5 workdays of receipt of monthly statements
- Handle disputed items unable to be resolved by Cardholder
- Perform regular inspections of card possession by Cardholders when instructed by the Department/Division Director

- Notify Department/Division Director of any violations or discrepancies
- Comply with all Procurement and Purchasing Card procedures

Department/Division Director

- Appoint a Department/Division Group Accountant and backup when required
- Submit a properly executed Purchasing Card Authorization Form, available on the internet, to the PCA to issue purchasing cards for employees
- Select appropriate profiles within established guidelines
- Collect cards from Cardholders and immediately notify the PCA of terminated employees
- Evaluate the need to cancel or reissue cards
- Review monthly statements with Group Accountant and sign summary
- Comply with all Procurement and Purchasing Card procedures

PCA

- Approve/disapprove requests for Purchasing Cards
- Coordinate issuance and cancellations of cards
- Review card usage for inappropriate uses
- Establish card profiles and assign to cardholders
- Establish program policy issues including disciplinary guidelines
- Monitor the program on a continuing basis
- Participate in resolving billing disputes
- Assist in the resolution of vendor disputes
- Maintain Procedures and Cardholder guides/manuals
- Maintain the card management program
- Notify Department/Division Directors of any violations
- Comply with all Procurement and Purchasing Card Procedures

Finance and Accounting Department

- Receive consolidated statement from PCA
- Receive approved monthly statements with receipts attached and department/division card holder summaries from department/division Group Accountant within 5 workdays of receipt of statement
- Verify that all summaries have appropriate signatures
- Notify Department/Division Directors and PCA when approved monthly statements are not received timely
- Notify PCA of any violations or problems
- Audit statements and receipts
- Process accounting data
- Pay monthly charges from consolidated statement
- File and store statements and receipts
- Administer 1099 reporting
- Comply with all Procurement and Purchasing Card Procedures

SECTION II-PROCEDURES

1. ASSIGNMENT AND CONTROL OF THE PURCHASING CARD

A. REQUESTS FOR AND ISSUANCE OF PURCHASING CARDS

i. The Department/Division Director shall make requests for new Cardholders or for changes to current Cardholders by submitting a written request to the PCA. Requests for new cards shall be made using the Purchasing Card Authorization Form available on the internet. Requests for changes to existing cards may be made via memo or email.

ii. The Purchasing Card will have the employee=s name and department/division, the Card number and the expiration date embossed on the face of the card. Polk County, Florida, Board of County Commissioners and the County=s Florida sales tax exemption number is preprinted on the Purchasing Card. The Purchasing Card issuing company will not have individual Cardholder information other than the last four (4) digits of their Social Security number. No credit record or other personal information of the Cardholder is maintained by the issuing company.

iii. When the PCA receives a Purchasing Card from the issuing card company, the Cardholder will be required to personally attend Purchasing Card training, take receipt of the card and sign a cardholder agreement. The Cardholder will be given a copy of the Purchasing Card Procedures Handbook at the completion of their training.

B. LOST OR STOLEN PURCHASING CARDS OR CARD NUMBERS

i. **If a Purchasing Card is lost, stolen or misplaced, the Cardholder must <u>immediately</u> notify the card issuing bank (1-888-449-2273, 24 hours a day, 365 days a year) <u>and</u> the PCA of the loss.**

Failure to provide immediate notification will result in disciplinary action

ii. The Cardholder must report all information necessary and complete all forms required to reduce the liability to the County for a lost or stolen card or card number, and shall work with any law enforcement agency in prosecuting theft.

C. TERMINATION OR TRANSFER OF CARDHOLDER

i. When an employee ends their employment the Department/Division Director shall collect the Purchasing Card, destroy it (cut it in half) and send the pieces of the card to the PCA.

ii. If the Department/Division Director is unable to collect the Purchasing Card when an employee leaves, they shall immediately notify the PCA by telephone or e-mail. The PCA will ensure that the card is canceled.

iii. When an employee transfers to a different Department/Division the card account may be transferred to the new Department/Division with the appropriate authorization of the new Department/Division Director.

2. CARDHOLDER USE OF PURCHASING CARD

A. CARDHOLDER USE ONLY

i. Only the employee whose name is embossed on the card shall use the Purchasing Card. No other person is authorized to use the card. The cardholder is responsible and accountable for all transactions that occur on their card.

ii. Loaning a card to someone or giving them a card number to use to make a purchase will result in disciplinary action and possibly cancellation of the card.

iii. Upon receipt of the Purchasing Card the cardholder should sign the back of the card along with the following statement: **"CHECK I.D."**

B. COUNTY PURCHASES ONLY

The Purchasing Card is to be used for County authorized purchases only. The Purchasing Card shall not be used for any personal use. Any personal use will require immediate reimbursement and will result in disciplinary action, which may include dismissal.

C. SPENDING LIMITS

i. The Department/Division Director designates which profile each cardholder is assigned to. Each profile contains a single purchase limit, a 30-day limit, and approved merchant category codes. The profile assigned may or may not include travel authorization.

ii. Requests for profile changes must be submitted in writing to the PCA by the Department/Division Director. Requests from others will not be considered.

iii. Charges for purchases shall not be split to stay within the single purchasing limit. Splitting charges will be considered abuse of the Purchasing Card program and shall be disciplined according to disciplinary procedures contained herein.

iv. Spending limits are as follows:

- Not exceeding $5,000.00 per purchase – no quote or bid requirements, no card override necessary.
- Not exceeding $10,000.00 – solicit three (3) telephone quotes, communicate recap to Purchasing Card Administrator (hereinafter "PCA"), and an override will be made for that purchase.
- Any other item whether annual bid, construction, or other circumstances, contact PCA for further instructions.

The Procurement Director shall have the authority to approve any transaction limit for any cardholder up to the amount of the transaction limit in the agreement with the card issuing bank so long as the transaction conforms to the County's Procurement Procedures.

D. OTHER CONDITIONS

i. All items purchased over-the-counter must be immediately available. No back ordering is allowed.

ii. All items purchased during one telephone transaction must be delivered in a single delivery. If an item is not immediately available, no back ordering is allowed.

iii. The vendor must deliver all items purchased by telephone within the 30-day billing cycle. The order should not be placed without this assurance.

iv. An original invoice must be requested from the vendor on all orders placed by telephone.

v. All items purchased must be delivered to the cardholder=s County workplace. No deliveries shall be made to any other address without prior specific written approval of the PCA.

E. PROHIBITED USES OF PURCHASING CARDS

The following types of items shall not be purchased with a Purchasing Card, regardless of the dollar amount unless specifically authorized by profile or the PCA.

- Cash advances
- Alcohol or prescription drugs
- Meals and food (unless approved by the Department/Division Director for County purposes in accordance with County policy)
- Personal Recreation and Entertainment
- Gas and oil products (unless authorized)
- Capital
- Vehicle repairs (to other than County vehicles)
- Telephone calls
- Any additional goods or services specifically restricted by the department/division
- Travel expenses for hotels, automobile rental, and airline tickets, etc. (unless cardholder has been specifically authorized for travel expenses)
- Informal employee recognition.

3. PROCEDURES FOR MAKING AND PAYING FOR PURCHASES

A. DOCUMENTATION FOR OVER-THE-COUNTER PURCHASES

i. When an over-the-counter purchase is made, the Cardholder must obtain the customer's copy of the charge slip and an original receipt/invoice.

ii. The Cardholder must retain the charge slip and original receipt/invoice. All receipts must detail the items purchased.

B. TELEPHONE ORDERS

When placing a telephone order, the Cardholder must confirm that the vendor will not charge the Purchasing Card until shipment is made so that receipt of the supplies may be certified on the monthly Statement. This is also a requirement of the vendor's contract with VISA. The cardholder must provide the vendor with the tax-exempt number.

C. SALES TAXES

i. The County is exempt from paying any State of Florida sales tax. This exemption applies to some other states as well. If the vendor charges sales tax, the Cardholder must contact the vendor and obtain a credit equal to the amount of the sales tax.

ii. Polk County=s Florida sales tax exemption number is printed on the face of the Purchasing Card. If a cardholder has a problem with any merchant about sales tax they should contact the Procurement Division.

D. MISSING DOCUMENTATION

If for some reason the cardholder does not have documentation of the transaction to send with the statement, the cardholder should notify their Group Accountant. The Group Accountant must request a missing documentation form from the PCA. The cardholder, card representative and Division Director prior to submittal must sign this missing documentation form. Failure to promptly provide such certification may result in disciplinary actions and the employee may be required to pay the County for the undocumented expense. Use of a Missing Documentation Form will subject cardholder to disciplinary points as outlined under "Disciplinary Procedures". Continued incidents of missing documentation will result in the cancellation of the employee's Purchasing Card.

E. PAYMENT AND INVOICE PROCEDURES

i. The card issuing bank will transmit one consolidated statement for all Cardholders to the Procurement Division. This statement will list all transactions processed during the previous billing cycle (usually 30 days).

ii. The Group Accountant will print individual statements for each cardholder in their respective group. These statements will list all transactions processed for individuals during the previous billing cycle (usually 30 days). If no purchases were made on the Purchasing Card during the billing cycle, no statements will be generated unless adjustments for previously billed transactions have been processed during that cycle.

iii The Cardholder must review the statement and note any errors or disputes. The cardholder will then sign the statement. By signing the statement, the cardholder is certifying that all charges are appropriate and authorized; that receipts have been attached for all charges; and that the goods/services charged were received prior to the statement date. For all travel related purchases, a copy of the approved Travel Request Form must be attached to the cardholder statement. If multiple purchases were made for the same travel event, only one (1) copy of the approved Travel Request Form is necessary. The statement will then be reviewed and coded with the description of the purchase and correct account string for each transaction by the department/division Group Accountant. The Group Accountant will prepare and sign a cardholder summary for all statements and after the department/division has signed it, then the summary will be forwarded to Finance and Accounting. The statements and the transmittal form should then be forwarded to Finance and Accounting. **All statements must be forwarded to the Finance and Accounting Department within five (5) workdays after receipt.** Original card charge slips/receipts for all items listed on the statement shall be attached to the transmittal form.

iv. The Finance and Accounting Department will reconcile the consolidated statement and ensure that the charges are paid timely. Department/Division Directors and the PCA will be notified when individual statements are not received in the allotted time. Continued failure to meet the five (5) workday deadline will result in disciplinary action in accordance with disciplinary procedures contained herein.

4. DISPUTES

A. If items purchased with the Purchasing Card are defective, the Cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a Purchasing Card is faulty, the vendor must be notified and asked to correct the situation or provide a credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. If the quantity of items received is less than the quantity shown on the invoice, or if the pricing is incorrect, then the transaction must be disputed and procedures followed as outlined below.

B. A disputed item must be explained with a note on the Cardholder's statement before the statement is forwarded to the Finance and Accounting Department for payment.

B. It is essential that the time frames and documentation requirements established by the card issuing bank be followed to protect the cardholder's rights in the dispute process.

5. DISPUTE PROCEDURES

A **dispute** occurs when a Cardholder attempts to return an item and they are refused, services are not performed satisfactorily, or there are questions concerning a transaction that has been charged to their account. The following steps must be taken to ensure prompt settlement:

A. The Cardholder should first contact the vendor about the transaction and attempt to resolve the dispute. If the issue is not resolved, then

B. The Cardholder should complete the "Statement of Disputed Items" and give it to the Group Accountant. The Group Accountant should fax the "Statement of Disputed Items" to the following parties.

- Card issuing bank (888) 678-6046
- Finance and Accounting (863) 534-6521
- Purchasing Card Administrator (863) 534-0055

C. If the problem is resolved between the merchant and the Cardholder, the Cardholder should write the solution agreed upon on the bottom of the Dispute Form that was previously faxed to the card issuing bank; and the Group Accountant should fax it to the card issuing bank as soon as possible. If an agreement cannot be reached, the following steps need to be completed:

i. After the item has been entered as a dispute, the card issuing bank will determine who is responsible by researching the transaction, including requesting a copy of the sales draft when necessary. When responsibility for the transaction is determined, the dispute will be settled on-line.

ii. When an account is in a dispute status, the disputed amount is still included in calculating the available money for authorizations (monthly limit).

iii. If the Cardholder is actually responsible for the transaction, the dispute is settled in favor of the card issuing bank and no further actions are required. If the Cardholder is not responsible for the transaction, the dispute is settled for the Cardholder and the charge back process may be initiated against the vendor.

D. The Department/Division Group Accountant will assist the Cardholder, if necessary, in resolving the dispute.

E. If there continues to be problems with a particular vendor, the Cardholder or Department/Division Group Accountant shall notify the PCA of the problems.

6. REVIEW OF PURCHASES BY DEPARTMENT/DIVISION

A. Because of their knowledge of the job responsibilities and requirements, Department/Division Group Accountant are required to ensure that each purchase using the Purchasing Card was done in an appropriate manner and that the use complies with Procurement and Purchasing Card procedures.

B. When purchases are questioned, the Department/Division Director will be responsible for resolving the issue with the Cardholder. If the Department/Division Director is not satisfied that the purchase was necessary and for official use, the Cardholder must provide either a credit voucher proving the item(s) was/were returned for credit; a personal check made payable to the Polk County Board of County Commissioners for the full amount of the purchase; or cash. Checks must be sent to the Accounts Payable

Supervisor with a written explanation. A copy of the explanation will be sent to the Procurement Director by the Department/Division Director along with the action(s) taken to prevent reoccurrence. A second occurrence of the above will subject the cardholder to disciplinary action.

SECTION III - TRAVEL

The Polk County Travel Policy and Procedures apply to all travel related transactions. The Travel Policy and Procedures reporting requirements are in ADDITION to the Purchasing card requirements when a cardholder has been approved to use the Purchasing Card for travel. The Polk County Travel Request Form shall still be submitted and approved prior to any travel related expenditures in accordance with Travel Procedures.

1. If the cardholder's profile does not allow for full-time travel rights, a written request for changes to the card authorization criteria should be submitted by the Department/Division Director to the PCA when the Travel Request Form is approved.

2. After the travel has been approved and completed, the ORIGINAL charge receipt(s) shall be turned in with the completed Polk County voucher for Reimbursement of Traveling Expenses form. A COPY of the travel charge receipt(s) shall be attached to the cardholder's monthly statement. When completing the Polk County Voucher for Reimbursement of Traveling Expenses, all purchasing card charges should be totaled and included in the "Advance/Purchasing Card" line item. This amount is subtracted from the total travel expenses to determine the amount due to the payee. The completed Polk County Voucher for Reimbursement of Traveling Expenses form shall be sent to the Finance and Accounting Department within ten (10) calendar days after completing the trip.

3. Those employees who have been identified as frequent travelers may be assigned to a profile that allows permanent travel privileges upon written authorization by their Division Director and approval by their Department Director.

4. Employees that have travel authorized Purchasing Cards are NOT eligible for advanced travel payments for expenses that could be paid for with the Purchasing Card (i.e., hotel, airline reservations, rental cars, etc).

SECTION IV – DISCIPLINARY PROCEDURES

PCard Disciplinary Procedures

Along with the benefits of the Purchasing Card Program there are responsibilities that go along with it. The Procurement Division monitors the usage of purchasing cards and the appropriateness of their use. Inappropriate use counts as a "violation" and the cardholder will be assigned points based upon the inappropriate action. Please see the following for a list of violations and points assigned:

Violation		Points assigned
Card used for personal use (Cardholder must reimburse the County and file a memo with their Division Director and Procurement, explaining the violation)	(first offense)	50
Card used for personal use	(second offense)	100
Card used for personal use	(each subsequent offense)	100
Splitting of transaction (to stay under single purchase limit)	(first offense)	25
Splitting of transaction (to stay under single purchase limit)	(second offense)	75
Splitting of transaction (to stay under single purchase limit)	(each subsequence offense)	75
Lending of card or card number		100
Purchase of restricted item (i.e. computer hardware/software, capital items, etc.)	(each offense)	25
Lack of signatures on statement or summary	(each offense)	25
Late/missing paperwork/receipts	(each offense)	25

Accumulation of points within a 12-month period will result in the following disciplinary actions:

100 points - mandatory re-train
150 points - 3-month card suspension
175 points - 6-month card suspension
200 points - card revocation

The Procurement Division will administer the above procedure; however, the cardholder may be subject to further disciplinary action by their supervisor, up to and including termination.

FURNITURES PROCEDURES

APPENDIX B

STANDARDIZED FURNITURE PROCEDURES

The intention of developing a standard for furniture purchases is to ensure the County is projecting an image of austerity and that quality products are purchased in the most economical way available.

The items that have been chosen are based upon a contract that is currently being used. However, additional manufacturers may be added upon approval by Procurement if the items are under contract and are comparable to items previously selected.

Prior to making any new furniture purchase you must first look at the County's surplus furniture. All surplus furniture is available on the Surplus Exchange website at http://apps.polk-county.net/surplus/index.html.

The preferred method of procuring new furniture is by processing a requisition through Oracle. All furniture purchases on P-card must go through the Procurement Division for review and approval. Do not purchase any piece of furniture without going through the Procurement Division first.

Guidelines have been developed on the types of furniture items that can be purchased when furnishing an office. The standard furniture was chosen based upon the groups outlined in the County's Basic Space Generation Allowance. The groups are as follows:

Group	Position Type	Square Footage*
Group I	Secretary/Clerical	90
Group II	Senior Clerk/Administrative Secretary	120
Group III	Technical and Professional	150
Group IV	Managers and Supervisors	162
Group V	Division Directors	240
Group VI	Department Directors	286
Group VII	Agency Head	350

* Square footage includes an additional 30 square feet allotted for additional needs (i.e computer).

Complete office furniture purchases for a new space or existing space must have the Department and Division Directors approval. Individual items (i.e. office chair) only require the Division Director's approval. Lobby furniture in excess of $1,000 must have the Department and Division Directors approval.

The following items are prohibited from being purchased:

Couches
Veneer Furniture
Leather Chairs

Furniture shall constitute the following items; desks, chairs, bookcases, cabinets (laminate or metal) and tables. Furniture purchases for any room not covered within these procedures must be coordinated through the Procurement Division. Contact the Procurement Division with any additional questions.

CONTRACTS UNIT PROCEDURES

APPENDIX C

Polk County
Procurement and Contracts Division

Contracts Unit Procedures

Purpose

To provide procedures for contracting with Consultants and Contractors for technical, professional and real estate related services; establish areas of responsibility for Procurement and user divisions relating to contracts; establish procedures for review of contracts that require board approval; and establish procedures for processing of payments for various types of contracts.

Organizations Affected

All departments, divisions or other units of County government (hereinafter identified as User Division) as applicable that require the services of Consultants or Contractors.

Definitions

CCNA
Consultants Competitive Negotiations Act, FS287.055.

RFP
Request for Proposal

Request for Service
A written request containing sufficient information to solicit the required service, with a minimum "Scope of Services".

Technical/Consulting Services Contract

An agreement to obtain the professional services of architects, engineers, land surveyors, artists, construction contractors, construction managers, maintenance contractors or any other technically related service providers.

Procedures

These procedures will outline the various types of contracts used by the County and the procedures and process for handling those contracts from concept to closeout. Areas of responsibility will be indicated for each process.

Consultants

Contract for Specific Project Under CCNA (Professional Services Agreement)

Request for Service
Responsibility: User Division

Preparation of RFP
Responsibility: Contract Manager/Contract Specialist with User Division Input

Solicitation of RFP
Responsibility: Contract Manager/Contract Specialist

Selection of Consultant
Responsibility: Selection Committee (Coordinated and Chaired by Contract Manager/Contract Specialist)

Recommendation to Board
Responsibility: Agenda Item Prepared by Contract Manager/Contract Specialist

Negotiation with Consultant
Responsibility: Procurement Director/Contract Manager/Contract Specialist with User Division Input

Preparation of Professional Services Agreement (to obtain applicable insurance) and Subsequent Approval and Execution by the Board
Responsibility: Contract Manager/Contract Specialist

Assignment of Contract Number
Responsibility: Clerk of Courts (Deputy Clerk)

Distribution of Contracts
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Preparation of Requisition
Responsibility: User Division (See Procurement Procedures – Consultant Agreements)

Implementation of Agreement
Responsibility: User Division

Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file
Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

Monthly Payment Requests

Preparation of Payment Applications/Invoices
Responsibility: Consulting Firm

Review and Approval of Payment Applications/Invoices
Responsibility: User Division and Contract Specialist

Processing of Approved Payment Applications/Invoices
Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division, the Payment Application/Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

Payment of Approved Payment Applications/Invoices
Responsibility: Finance and Accounting

Amendment to Professional Services Agreement(s)

All changes to the original Professional Service Agreement will be initiated by the User Division.

A Price Proposal submitted by the consulting firm to the User Division will follow all contemplated changes negotiated with the consulting firm.

Review of Price Proposal
Responsibility: User Division and Contract Specialist

Preparation of Amendment
Responsibility: User Division

Preparation of Board Agenda Item to Request Approval of Amendment.
Responsibility: User Division (Copy shall be forwarded to Contract Specialist)

Approval of Amendment
Responsibility: Board

Distribution of Executed Amendment
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Preparation of Amendment to Purchase Order
Responsibility: Contract Specialist

Completion of Contract Services/Final Payment

Certification of Completion of Contract Service
Responsibility: User Division

Approval of Final Payment Application/Invoice
Responsibility: User Division and Contract Specialist

Processing of Final Payment Application/Invoice
Responsibility: Contract Specialist

Final Payment
Responsibility: Finance and Accounting

Evaluations
Responsibility: User Division/Contract Specialist

During the preceding process all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

Continuing Contracts Utilizing Consultant Service Agreements (CSA) under CCNA

Request for Service
Responsibility: User Division

Preparation of RFP
Responsibility: Contract Manager/Contract Specialist with User Division Input

Solicitation of RFP
Responsibility: Contract Manager/Contract Specialist

Selection of Consultant(s)
Responsibility: Selection Committee (Coordinated and Chaired by Contract Manager/Contract Specialist)

Recommendation to Board
Responsibility: Agenda Item Prepared by Contract Manager/Contract Specialist

Negotiation of Fee Schedule with Consultant(s)
Responsibility: See Procurement Procedures

Preparation of Master Consulting Agreement(s) (to obtain applicable insurance) and Subsequent Approval and Execution by the Board
Responsibility: Contract Manager/Contract Specialist

Assignment of Contract Number
Responsibility: Clerk of Courts (Deputy Clerk)

Distribution of Contracts
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Implementation of Agreement(s)

Preparation of CSA (Obtain CSA Number from Contract Manager or assigned Contract Specialist)
Responsibility: Refer to Procurement Procedures – Consultant Agreements

Presentation to Board
Responsibility: Agenda Item Prepared by User Division

Distribution of CSA
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contract Unit (Contract Specialist)

Implementation of CSA

Monitoring and Control of Consulting Firm's Service Activity

Responsibility: Consulting Firm reports to and functions under direction of the County Representative (User Division's Representative) with assistance from others with specific expertise as required (i.e. engineering reviews from Engineering/Construction Activity, etc.)

Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file

Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

Monthly Payment Requests

Preparation of Invoices

Responsibility: Consulting Firm

Review and Approval of Invoices

Responsibility: User Division and Contract Specialist

Processing of Approved Invoices

Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division the Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

Payment of Approved Invoices

Responsibility: Finance and Accounting

Evaluations

Responsibility: User Division/Contract Manager/Contract Specialist

Modifications

All changes to the original CSA will be initiated by the User Division.

A Price Proposal submitted by the consulting firm to the User Division will follow all contemplated changes negotiated with the consulting firm.

Review of Price Proposal
Responsibility: User Division and Contract Specialist

Preparation of Modification
Responsibility: User Division if pricing change; if time change, Contract Specialist

Preparation of Board Agenda Item to Request Approval of Modification
Responsibility: User Division (Copy shall be forwarded to Contract Specialist)

Approval of Modification
Responsibility: Board

Distribution of Executed Modification
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Preparation of Requisition
Responsibility: User Division

Completion of CSA/Final Payment

Certification of Completion of CSA
Responsibility: User Division

Approval of Final Payment Invoice
Responsibility: User Division and Contract Specialist

Processing of Final Payment Invoice
Responsibility: Contract Specialist

Final Payment
Responsibility: Finance and Accounting

Contract and Closing Documents

Assembling of all Required Closeout Documents (If Any)
Responsibility: User Division with Advice from Contract Specialist as Applicable

Review for Completeness/Compliance and Processing of Closing Documents (If Any)
Responsibility: Contract Specialist

Closing of Purchase Order
Responsibility: User Division with approval of Contract Specialist

Evaluations
Responsibility: User Division/Contract Specialist

During the preceding process all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

Continuing Contracts Utilizing Work Authorization/Purchase Orders

Request for Service
Responsibility: User Division

Preparation of RFP
Responsibility: Contract Manager/Contract Specialist with User Division Input

Solicitation of RFP
Responsibility: Contract Manager/Contract Specialist

Selection of Consultant(s)
Responsibility: Selection Committee (Coordinated and Chaired by Contract Manager/Contract Specialist)

Recommendation to Board
Responsibility: Agenda Item Prepared by Contract Manager/Contract Specialist

Negotiation of Fee Schedule/Unit Price with Consultant(s)
Responsibility: See Procurement Procedures

Preparation of Master Consulting Agreement(s) (to obtain applicable insurance) and Subsequent Approval and Execution by the Board
Responsibility: Contract Manager/Contract Specialist

Assignment of Contract Number
Responsibility: Clerk of Courts (Deputy Clerk)

Distribution of Contracts
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Implementation of Agreement(s)

Preparation of Work Authorization
Responsibility: User Division (With a Copy to Assigned Contract Specialist)

Preparation of Requisition
Responsibility: User Division

Issuance of Purchase Order
Responsibility: Contract Specialist

Implementation of Work Order

Monitoring and Control of Consulting Firm's Service Activity
Responsibility: Consulting Firm reports to and functions under direction of the County Representative (User Division's Representative) with assistance from others with specific expertise as required (i.e. engineering reviews from Engineering/Construction Activity, etc.)

Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file
Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing with, copies to the assigned Contract Specialist.

Monthly Payment Requests

Preparation of Invoices
Responsibility: Consulting Firm

Review and Approval of Invoices
Responsibility: User Division and Contract Specialist

Processing of Approved Invoices
Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division the Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

Payment of Approved Invoices
Responsibility: Finance and Accounting

Amendments to Work Authorization

Initiation of Changes to the Original Work Order
Responsibility: User Division

A Price Proposal Submitted by the Consulting Firm to the User Division will Follow all Contemplated Changes Negotiated with the Consulting Firm

Review of Price Proposal
Responsibility: User Division and Contract Specialist

Preparation of Amendment
Responsibility: User Division

Preparation of Requisition
Responsibility: User Division

Completion of Work Authorization/Final payment

Certification of Completion of Work Authorization
Responsibility: User Division

Approval of Final Payment Invoice
Responsibility: User Division and Contract Specialist

Processing of Final Payment Invoice
Responsibility: Contract Specialist

Final Payment
Responsibility: Finance and Accounting

Contract and Closing Documents

Assembling of all Required Closeout Documents (If Any)
Responsibility: User Division with advice from Contract Specialist as applicable

Review for Completeness/Compliance and Processing of Closing Documents (If Any)
Responsibility: Contract Specialist

Closing of Purchase Order
Responsibility: User Division with approval of Contract Specialist

Evaluations
Responsibility: User Division/Contract Specialist

During the preceding process, all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

Consulting Agreements with Construction Less Than $250,000.00

Development of Scope of Services
Responsibility: User Division

Request for Proposal from Selected Consultant (Other than Consultants with Master Consulting Agreement)
Responsibility: User Division

Submittal of Price Proposal (Submitted to Contract Manager, Copied to User Division)
Responsibility: Consultant

Review of Proposal
Responsibility: Contract Manager with User Division Input

Preparation of Contract (Professional Services Agreement)
Responsibility: Contract Manager with User Division Input

Recommendation to Board
Responsibility: Agenda Item Prepared by Contract Manager

Distribution of Contracts
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Implementation of Agreement
Responsibility: User Division

Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file
Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

Monthly Payment Requests

Preparation of Payment Applications/Invoices
Responsibility: Consulting Firm

Review and Approval of Payment Applications/Invoices
Responsibility: User Division and Contract Specialist

Processing of Approved Payment Applications/Invoices
Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division, the Payment Application/Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

Payment of Approved Payment Applications/Invoices
Responsibility: Finance and Accounting

Amendments

All changes to the original Professional Service Agreement will be initiated by the User Division.

A Price Proposal submitted by the consulting firm to the User Division will follow all contemplated changes negotiated with the consulting firm.

Review of Price Proposal
Responsibility: User Division and Contract Specialist

Preparation of Amendment
Responsibility: Contract Specialist

Preparation of Board Agenda Item to Request Approval of Amendment
Responsibility: User Division (Copy shall be forwarded to Contract Specialist.)

Approval of Amendment
Responsibility: Board

Distribution of Executed Amendment
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Preparation of Requisition
Responsibility: User Division

Completion of Contract Services/Final Payment

Certification of Completion of Contract Service
Responsibility: User Division

Approval of Final Payment Application/Invoice
Responsibility: User Division and Contract Specialist

Processing of Final Payment Application/Invoice
Responsibility: Contract Specialist

Final Payment
Responsibility: Finance and Accounting

Evaluations
Responsibility: User Division/Contract Specialist

During the preceding process, all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

Single Scope Contracts Less Than $50,000.00 With No Master Agreement (Alternative Vendor Selection – [AVS])

Development of Scope of Services
Responsibility: User Division

Request for Proposal from Selected Consultant (Lump Sum Price is Preferred; If Not to Exceed Price then have Applicable Rates Attached)
Responsibility: User Division

Submittal of Price Proposal (Submitted to User Division)
Responsibility: Consultant

Review of Proposal
Responsibility: User Division

Submittal of Proposal to Contract Manager/Contract Specialist (Attach AVS Form)
Responsibility: User Division

Approval of AVS Procurement Director

Preparation of Requisition
Responsibility: User Division

Issuance of Purchase Order
Responsibility: Contract Specialist

Implementation of Proposal
Responsibility: User Division

Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file
Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

Monthly Payment Requests

Preparation of Payment Applications/Invoices
Responsibility: Consulting Firm

Review and Approval of Payment Applications/Invoices
Responsibility: User Division and Contract Specialist

Processing of Approved Payment Applications/Invoices
Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division, the Payment Application/Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

Payment of Approved Payment Applications/Invoices
Responsibility: Finance and Accounting

Amendments

Amendments can be made as long as the amendments, plus the original order, are less than $50,000.00.

Request for Amendment to Purchase Order (Follow procedures established for the County's web-based requisitioning system)
Responsibility: User Division

Completion of Amendment to Purchase Order
Responsibility: Contract Specialist

Completion of Contract Services/Final Payment

Certification of Completion of Contract Service
Responsibility: User Division

Approval of Final Payment Application/Invoice
Responsibility: User Division and Contract Specialist

Processing of Final Payment Application/Invoice
Responsibility: Contract Specialist

Final Payment
Responsibility: Finance and Accounting

Evaluations
Responsibility: User Division/Contract Specialist

During the preceding process, all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist

Single Scope Contracts Less Than $50,000.00 Using Master Agreement (Consultant Purchase Order – [CPO])

Development of Scope of Services
Responsibility: User Division

Request for Proposal from Selected Consultant
Responsibility: User Division

Submittal of Price Proposal (Submitted to User Division)
Responsibility: Consultant

Review of Proposal
Responsibility: User Division

Submittal of Proposal to Contract Manager/Contract Specialist (Attach CSA Approval Form)
Responsibility: User Division

Approval: Procurement Director

Preparation of Requisition
Responsibility: User Division

Issuance of Purchase Order
Responsibility: Contract Specialist

Implementation of Proposal
Responsibility: User Division

Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file
Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

<u>Monthly Payment Requests</u>

Preparation of Payment Applications/Invoices
Responsibility: Consulting Firm

Review and Approval of Payment Applications/Invoices
Responsibility: User Division and Contract Specialist

Processing of Approved Payment Applications/Invoices
Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division, the Payment Application/Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

Payment of Approved Payment Applications/Invoices
Responsibility: Finance and Accounting

Amendments

Amendments can be made as long as the amendments, plus the original order are less than $50,000.00

Request for Amendment to Purchase Order (Follow procedures established for the County's web-based requisitioning system)
Responsibility: User Division

Completion of Requisition
Responsibility: User Division

Completion of Contract Services/Final Payment

Approval of Final Payment Application/Invoice
Responsibility: User Division and Contract Specialist

Processing of Final Payment Application/Invoice
Responsibility: Contract Specialist

Final Payment
Responsibility: Finance and Accounting

Evaluations
Responsibility: User Division/Contract Specialist

During the preceding process, all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

Construction Contracts

Preliminary Design/Programming and Project Cost Estimate
Responsibility: Project Designer or User Division, as Applicable

Project Design Documents Review
Responsibility: User Division and Contract Manager/Contract Specialist (for information only)

Preparation of Plans and Specifications
Responsibility: Project designer or User Division, as applicable

Preparation of Bidding Documents (Compilation of Plans, Specifications and Terms and Conditions)
Responsibility: Contract Specialist or Outside Project Designer, as Applicable

Advertisement for Bids
Responsibility: Contract Specialist

Scheduling Pre-Bid Conference
Responsibility: Contract Specialist with coordination with User Division

Conduct Pre-Bid Conference
Responsibility: Contract Specialist in coordination with and assistance from the project Consultant/Designer (if so tasked) and the User Division, Contract Manager and others as required

Meeting Minutes
Responsibility: Prepared and Distributed by the Contract Specialist or Project Consultant/Designer (if so tasked)

Issuance of Addenda (if required)
Responsibility: Contract Specialist in coordination with and assistance from the project Consultant/Designer and the User Division, as applicable

Receipt and Opening of Bids
Responsibility: Procurement Director (Contract Manager, Contract Specialist, Consultant (when applicable) and User Division may attend bid opening and review bids after they are opened)

Bid Evaluation
Responsibility: Contract Specialist will conduct evaluation and analysis of bids after bid opening. The evaluation and analysis will be given to the User Division for their recommendation for award or other action

Pre-Award Procurement Director, Contract Manager and/or Contract Specialist will meet with the apparent awardee.

Preparation of Requisition
Responsibility: User Division

Recommendation for Award
Responsibility: Procurement Director with concurrence of User Division

Issuance of Award
Responsibility: Procurement Director

Prepare Award Letter
Responsibility: Contract Specialist

Preparation of Board Agenda Item and Subsequent Approval and Execution by the Board
Responsibility: Contract Manager/Contract Specialist

Assignment of Contract Number
Responsibility: Clerk of Courts (Deputy Clerk)

Distribution of Contracts
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Issuance of Purchase Order
Responsibility: Contract Specialist

Scheduling of Pre-Construction Conference
Responsibility: User Division in coordination with Contract Specialist (After Date of Contract Approval)

Conducting Pre-Construction Conference
Responsibility: Consultant/Designer with Assistance from User Division, Contract Specialist and Others as Applicable

Meeting Minutes
Responsibility: Prepared and Distributed by Project Consultant/Designer as Applicable

Preparation and Issuance of "Notice to Proceed" to Contractor
Responsibility: Contract Specialist in coordination with User Division (After execution of contract by Chairman)

Monitoring and Control of Contractor's Activity During Construction
Responsibility: Field inspection by User Division's Representative and/or Consultant/Designer (if so tasked). Contractor Evaluations shall be completed by the User Division and provided to the Contract Specialist for distribution, in accordance with the Procurement Procedures Manual

<u>Monthly Payment Requests</u>

Preparation of Payment Applications/Invoices
Responsibility: Contractor

Review and Approval of Payment Applications/Invoices
Responsibility: User Division and Contract Specialist

Processing of Approved Payment Applications/Invoices
Responsibility: User Division /Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division the Payment Application/Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

Payment of Approved Payment Applications/Invoices
Responsibility: Finance and Accounting

Change Orders

Initiation of Changes to Original Contract
Responsibility: User Division, with Assistance from Project Consultant as Applicable

Preparation of Price Proposal for Change Order
Responsibility: Contractor

Review of Change Order proposal for Conformance to Contract Terms and Budgetary Constraints
Responsibility: User Division and the Contract Specialist

Approval of Requested Change Order
Responsibility: Board

Distribution of Executed Change Order
Responsibility: One (1) Original Copy of Executed Change Order will be Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Completion of Contract/Final Payment

Project Substantial Completion
Responsibility: Certificate of Substantial Completion issued by Consultant and signed by Contractor and User Division

Final Completion of Project and Final Payment
Responsibility: Certification of Final Completion will be issued by the Consultant and signed by Contractor and User Division

Contract and Closing Documents

Preparation of Contract Closing Documents
Responsibility: Assembly of the Closing Documents will be by the User Division and/or Project Consultant as Applicable

Processing of Final Payment
Responsibility: Contract Specialist

Final Payment
Responsibility: Finance and Accounting

Closing of Purchase Order
Responsibility: User Division with approval of Contract Specialist

Warranty Inspection
Responsibility: User Division and Consultant

Evaluations
Responsibility: User Division/Contract Specialist

Construction Quotes (CQs)

Preliminary Design/Programming and Project Cost Estimate
Responsibility: Project Designer or User Division, as Applicable

Project Design Documents Review
Responsibility: User Division and Contract Specialist (for information only)

Review for Requirement of Public Construction Bond
Responsibility: Procurement Director and Contract Manager

Preparation of Plans and Specifications
Responsibility: Project Designer or User Division as Applicable

Preparation of Quoting Documents (Compilation of Plans; Specifications; and Terms and Conditions)
Responsibility: Contract Specialist

Solicitation for Quotes from Pre-qualified Contractors
Responsibility: Contract Specialist

Scheduling of Pre-quote Conference (If required)
Responsibility: Contract Specialist

Conducting Pre-Quote Conference (if required)
Responsibility: Contract Specialist in Coordination with and Assistance from the User Division and Others as Required

Meeting Minutes
Responsibility: Prepared and Distributed by the Contract Specialist

Issuance of Addenda (if required)
Responsibility: Contract Specialist in Coordination with and Assistance from the User Division as Applicable

Receipt and Opening of CQs
Responsibility: Contract Specialist

Pre-Award Procurement Director, Contract Manager and/or Contract Specialist will meet with the apparent awardee

Quote Evaluation and Recommendation for Award

Responsibility: Contract Specialist will conduct evaluation and analysis of quotes after quote opening. The evaluation and analysis will be given to the User Division for their concurrence of recommendation of award or other action

Preparation of Requisition for Purchase Order
Responsibility: User Division

Preparation and Issuance of "Notice of Award"
Responsibility: Contract Specialist

Obtain and review bonds and insurance certificates from contractor
Responsibility: Contract Specialist

Issuance of Purchase Order
Responsibility: Contract Specialist

Scheduling of Pre-Construction Conference (If applicable)
Responsibility: Contract Specialist in Coordination with User Division (After issuance of Purchase Order)

Conducting Pre-Construction Conference (If applicable)
Responsibility: User Division or Contract Specialist

Meeting Minutes
Responsibility: Prepared and Distributed by User Division or Contract Specialist

Preparation and Issuance of "Notice to Proceed" to Contractor
Responsibility: Contract Specialist

Monitoring and Control of Contractor's activity during construction
Responsibility: Field Inspection by User Division's Representative. Contractor Evaluations shall be completed by the User Division and provided to the Contract Specialist for distribution in accordance with the Procurement Procedures Manual

<u>Monthly Payment Requests</u>

Preparation of Payment Applications/Invoices
Responsibility: Contractor in concurrence with the User Division's Representative

Review and Approval of Monthly Invoices
Responsibility: User Division

Processing of Approved Monthly Invoices
Responsibility: Contract Specialist /Finance and Accounting. After all Approval signatures have been obtained by the User Division the Payment Application/Invoice should be sent

to the Contract Specialist. The Contract Specialist will make all further entries into Novatus

Payment of Approved Monthly Invoices
Responsibility: Finance and Accounting

Changes to Original CQ

Initiation of Changes to Original Work
Responsibility: User Division

Preparation of Proposed Changes
Responsibility: Contractor

Review of Proposed Changes for Conformance to Construction Quote Terms and Budgetary Constraints
Responsibility: User Division and Contract Specialist

Request for Amendment to Purchase Order (Written Request Submitted by Email to Contract Specialist)
Responsibility: User Division with assistance from Project Manager

Issuance of Amended Purchase Order
Responsibility: Contract Specialist

Completion of Contract Services/Final Payment

Certification of Completion of CQ
Responsibility: Certification of Final Completion will be completed by the Contractor and forwarded to the User Division. User Division will forward Copy to the Contract Specialist

Preparation of Contract Closing Documents
Responsibility: Assembly of the Closing Documents will be by the User Division

Approval of Final Payment Application/Invoice
Responsibility: User Division

Processing of Final Payment Application/Invoice
Responsibility: Contract Specialist

Final Payment
Responsibility: Finance and Accounting

Closing of Purchase Order
Responsibility: User Division with approval of Contract Specialist

Warranty Inspection (If applicable)
Responsibility: User Division

Evaluations
Responsibility: User Division /Contract Specialist

During the preceding process all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

At the time of contract distribution variations in the payment process will be specified.

Other Services

Request for Service
Responsibility: User Division

Preparation of RFP or Bid
Responsibility: Contract Specialist with User Division Input

Solicitation of RFP or Bid
Responsibility: Contract Specialist

Selection of Vendor
Responsibility: For RFP's recommendation made by Selection Committee (Coordinated and Chaired by Contract Manager/Contract Specialist) and for bids, award by Purchasing Director

Recommendation to Board (If RFP)
Responsibility: Agenda Item Prepared by Contract Specialist

Report Award to Board
Responsibility: Procurement Director

Negotiation with Vendor (If Applicable)
Responsibility: Assigned Contract Specialist with User Division Input

Preparation of Contract (to obtain applicable insurance) and Subsequent Approval and Execution by the Board
Responsibility: Contract Specialist

Assignment of Contract Number
Responsibility: Clerk of Courts (Deputy Clerk)

Distribution of Contracts
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Preparation of Requisition
Responsibility: User Division (Follow established procedures for the County's web-based requisitioning system)

Implementation of Agreement
Responsibility: User Division

Correspondence: Copies of all correspondence to and from the Vendor with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file
Responsibility: User Division

All direction to the Vendor with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

Monthly Payment Requests

Preparation of Payment Applications/Invoices
Responsibility: Vendor

Review and Approval of Payment Applications/Invoices
Responsibility: User Division

Processing of Approved Payment Applications/Invoices
Responsibility: User Division/Contract Specialist (If Applicable) /Finance and Accounting. After all Approval signatures have been obtained by the User Division, the Payment Application/Invoice should be sent to the Contract Specialist (If Applicable). The Contract Specialist will make all further entries into Novatus (If Applicable)

Payment of Approved Payment Applications/Invoices
Responsibility: Finance and Accounting

Amendments

Initiation of Changes to Original Agreement
Responsibility: User Division

The request for a change shall be submitted by the Vendor to the User Division

Review of Proposed Change
Responsibility: User Division and Contract Specialist

Preparation of Amendment
Responsibility: Contract Specialist

Preparation of Board Agenda Item to Request Approval of Amendment (If applicable)
Responsibility: User Division if price change; if time change Contract Specialist

Approval of Amendment (If applicable)
Responsibility: Board

Distribution of Executed Amendment/Modification
Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

Preparation of Requisition
Responsibility: User Division

Completion of Contract Services/Final Payment

Certification of Completion of Contract Service (If applicable)
Responsibility: User Division

Approval of Final Payment Application/Invoice
Responsibility: User Division and Contract Specialist (If applicable)

Processing of Final Payment Application/Invoice
Responsibility: Contract Specialist (If applicable)

Final Payment
Responsibility: Finance and Accounting

Evaluations
Responsibility: User Division/Contract Specialist

During the preceding process, all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

At the time of contract distribution, variations in the payment process will be specified.

Lease, Rental or Maintenance Agreements
(Service Agreements)

Determination of the Requirement for an Agreement
Responsibility: User Division

Determination of the Procurement Process (State Contract, Bid, Quote, Cooperative Bid, etc.)
Responsibility: Contract Specialist with approval of Procurement Director

Review of Agreement(s)
Responsibility: Contract Specialist and County Attorney's Office

Preparation of Board Agenda Item for Approval of Agreement and Commitment of Funds
Responsibility: Contract Specialist

Assignment of Contract Number
Responsibility: Clerk of Courts (Deputy Clerk)

Distribution of Executed Documents
Responsibility: Contract Specialist

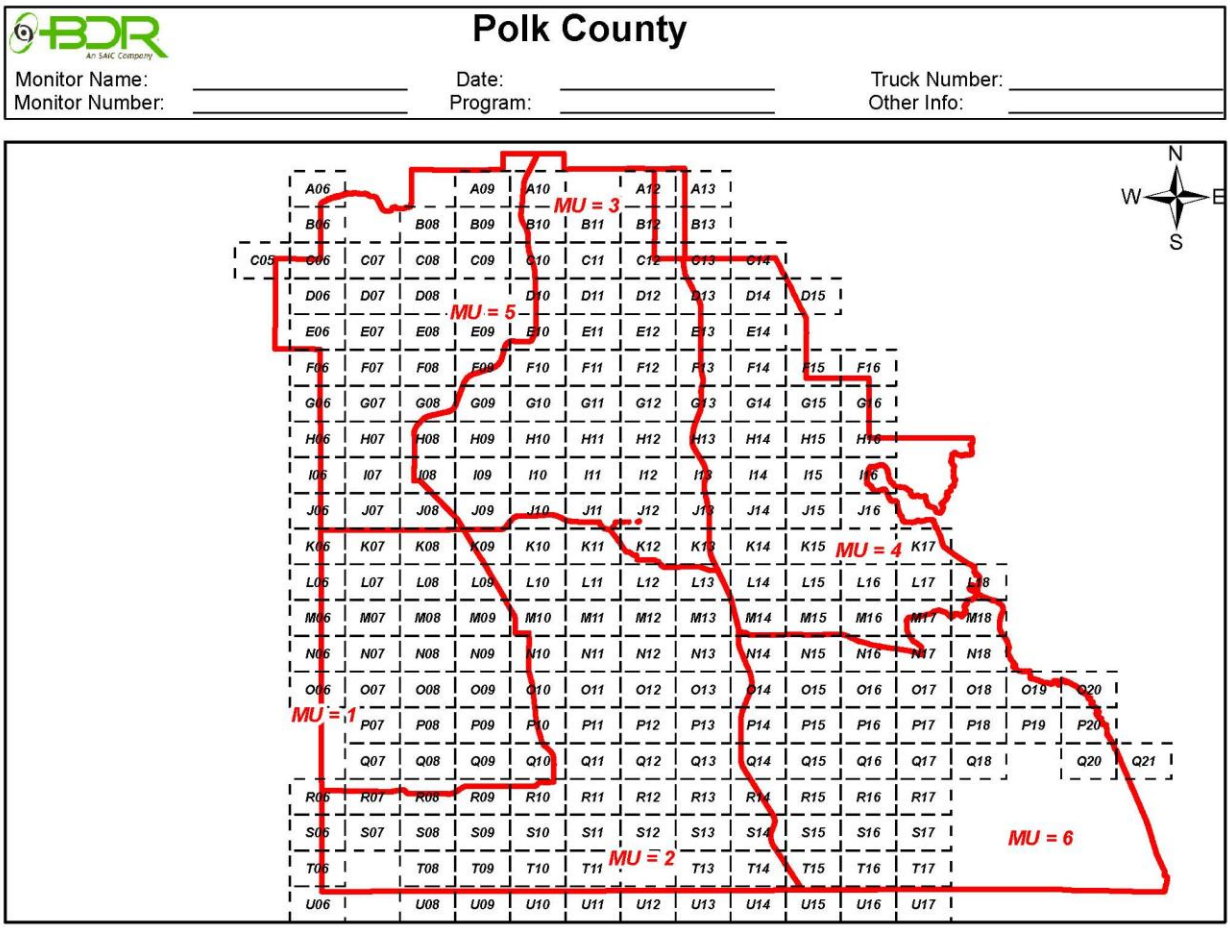
Requisition for Periodic Lease/Rent Payments or One-Time Payments
Responsibility: User Division

Preparation of Requisition
Responsibility: User Division

Monitor Agreement During its Term for Notices, Renewals, and/or Termination
Responsibility: Contract Specialist

Annex J
ZONE MAPS

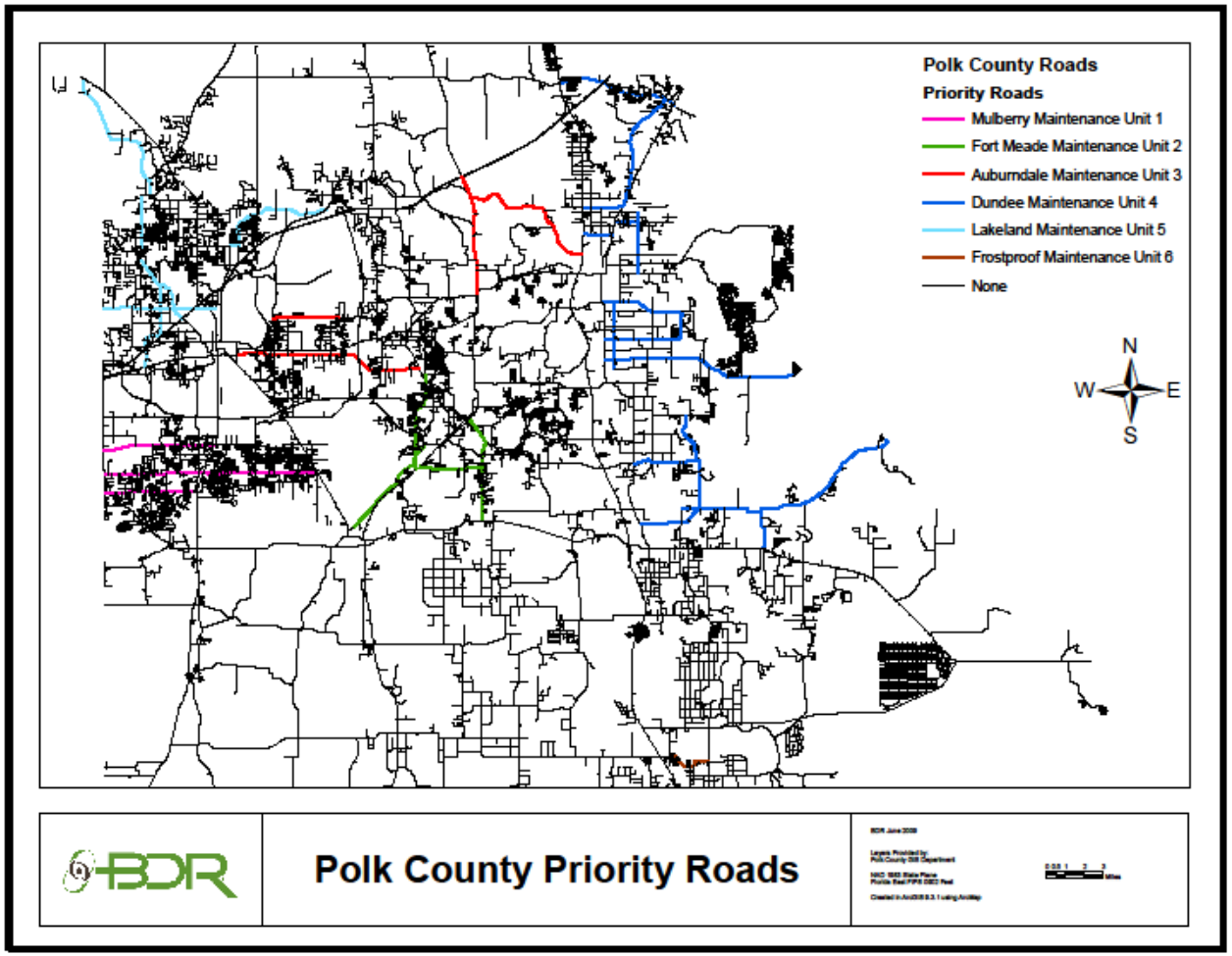
Figure J-1
Polk County Zone Map



The figure above represents a grid system for producing 8.5 inch by 11 inch maps with street level detail for debris removal operations. The GIS data used to create these maps is contained within the CD on the back cover of this DDMP. The GIS data contains attributes for funding type and maintenance responsibility and is current as of the publication of this DDMP.

Annex K
PRIORITY ROAD MAPS

Figure K-1
Countywide Priority Road Map



Annex L
DEBRIS MANAGEMENT OPERATIONS CHECKLIST

Table L-1
Debris Management Operations Checklist

Task	Task Assigned To	Date/Time Completed
Normal Operations		
Pre-season kickoff meeting		
Update contact lists		
Evaluate TDSR sites		
Review road list and road maps		
Establish and maintain pre-positioned contracts		
Review FEMA guidance		
Review and amend contracts as necessary		
Pre-Event Preparation		
The Roads & Drainage Division will download most recent road list and relevant documents to multiple electronic formats		
The Roads & Drainage Division will alert key personnel and place monitoring firm and debris removal contractors on stand-by		
The Roads & Drainage Division will review the DDMP with key personnel via conference call or at a County facility		
The Communications Division will issue pre-event media press releases		
Budget and Procurement and the County Attorney will review contracts for accuracy		
The Waste Resource Management Division will review DMS for capacity and permits		
The Roads & Drainage Division will facilitate a pre-event coordination meeting with contractors		
The Roads & Drainage Division will stage debris monitoring and removal contractors		
Post- Event Response Operations		

Task	Task Assigned To	Date/Time Completed
Coordinate with the Roadway Maintenance Section and Fire Rescue Division to determine emergency priority roads		
The Roads & Drainage Division will coordinate with the monitoring firm to conduct an impact assessment		
The Roads & Drainage Division will coordinate with Fire/Hazmat Teams to assess hazardous materials debris		
Develop debris estimates and take digital photos to document damage		
The Roads & Drainage Division Director will coordinate with Budget and Procurement to activate the monitoring firm and debris removal contractors by issuing a purchase order and a Notice to Proceed		
The Roads & Drainage Division will coordinate with the Roadway Maintenance Section to notify debris haulers to begin emergency roadway debris clearance		
Conduct meetings/briefing with key personnel		
Review debris volume and collection cost assessment		
The Waste Resource Management Division and the debris removal firm will coordinate to prepare DMS based on concentration of debris		
Begin truck certification		
The Communications Division will issue media press release		
The Roads & Drainage Division will conduct daily coordination meeting with contractors		
Determine force account requirements and staffing needs with the Human Resources Division		
The Roads & Drainage Division will request contact information and meeting with the FEMA Public Assistance Officer. Attendees should include the following: ▪ Emergency Management Bureau ▪ Waste Resource Management Division ▪ Communications Division ▪ Budget and Procurement ▪ FEMA PAC ▪ State of Florida PAC		

Task	Task Assigned To	Date/Time Completed
▪ Debris monitoring firm		
Recovery Operations: Two Day – Two Weeks		
The Waste Resource Management Division will coordinate with the debris removal contractor and environmental services to open DMS		
The Roads & Drainage Division will coordinate with the Roadway Maintenance Division to prioritize roads/areas and disseminate that information to the debris removal and monitoring contractors		
The Communications Division will issue the second press release regarding segregation of debris		
The Roads & Drainage Division will coordinate with the debris removal and monitoring contractors to begin ROW debris removal		
The Waste Resource Management Division will coordinate with the debris contractors and the Sheriff's Office to open citizen drop-off stations		
Parks and Natural Resources will perform parks damage assessment		
The Waste Resource Management Division will coordinate with Parks and Natural Resources, FEMA and FDEP to begin environmental monitoring program of DMS		
The Roads & Drainage Division and the Emergency Management Bureau will coordinate with external agencies		
The Roads & Drainage Division Director will initiate discussions with FEMA		
Obtain FEMA guidance for gated community and private property debris removal		
Recovery Operations: Two Weeks – One Month		
Maintain and evaluate ROW clean-up		
Open additional DMS as necessary		
Continue daily meetings with FEMA		
Begin debris removal from private property and gated communities		
Communicate project close-out to residents via press release		
Recovery Operations: One Month – Three Months		

Task	Task Assigned To	Date/Time Completed
Maintain and evaluate ROW clean-up – vegetative and C&D		
Begin ROW leaners/hangers program		
Initiate haul-out		
Progress to weekly meetings with FEMA		
Recovery Operations: Three Months – Project Completion		
Complete all debris recovery activities		
Identify ineligible debris on ROW		
Complete the disposal of reduced debris		
Close-out and remediate DMS locations		
Conduct project close-out meetings with FEMA and external agencies		

Annex M
ORDINANCE #05-041 – LOCAL EMERGENCY AUTHORITY

ORDINANCE NO. 05-041

AN ORDINANCE PROVIDING FOR A STATE OF LOCAL EMERGENCY IN POLK COUNTY, FLORIDA; PROVIDING THE DEFINITION OF CERTAIN RELEVANT TERMS; PROVIDING FOR THE DELEGATION OF AUTHORITY TO DECLARE A STATE OF LOCAL EMERGENCY; WAIVING CERTAIN PROCEDURES AND FORMALITIES DURING THE STATE OF EMERGENCY; PROVIDING FOR THE LENGTH OF THE STATE OF EMERGENCY; STATING THE ROLES OF THE EMERGENCY MANAGEMENT AGENCY AND THE COUNTY MANAGER DURING THE STATE OF EMERGENCY; AUTHORIZING CERTAIN EMERGENCY MEASURES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO IMPOSITION OF A CURFEW, AND REGULATION OF THE USE OF WATER; PROHIBITION OF PRICE GOUGING; PROVIDING THAT NOTHING IN THIS ORDINANCE SHALL BE CONSTRUED TO LIMIT THE AUTHORITY OF THE BOARD; PROVIDING PENALTIES AND OTHER REMEDIES FOR VIOLATING THE ORDINANCE; PROVIDING FOR A LIBERAL, NON-CONFLICTING CONSTRUCTION; REPEALING ORDINANCES 93-28, 93-29, AND 93-30; PROVIDING FOR THE SEVERABILITY OF THE SECTIONS OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there exists a continuing possibility of the occurrence of natural, technological, or manmade disasters or emergencies and destruction; and

WHEREAS, it is necessary and appropriate to ensure the readiness of Polk County to adequately deal with, reduce vulnerability to, and recover from such emergencies and disasters; and

WHEREAS, Polk County has an innate responsibility to protect the public peace, health, and safety; and preserve lives and property of the people of Polk County;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1: SHORT TITLE

This ordinance shall be known as the Polk County State of Local Emergency Ordinance.

SECTION 2: DEFINITIONS

(1) "Board" means the Polk County Board of County Commissioners.

APPENDIX
"B"

(2) "Comprehensive Emergency Management Plan," (CEMP) means Polk County's emergency management plan and program, as required by Chapter 252, Florida Statutes.

(3) "County" means Polk County.

(4) "Disaster" means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by Polk County, the Governor, or the President of the United States. Disasters shall be identified by the severity of resulting damage, as follows:

(a) "Catastrophic disaster" means a disaster that will require that Polk County seek massive state and federal assistance, including immediate military involvement.

(b) "Major disaster" means a disaster that will likely exceed Polk County's capabilities and require a broad range of state and federal assistance.

(c) "Minor disaster" means a disaster that is likely to be within the response capabilities of Polk County, and will result in only minimal need for state or federal assistance.

(5) "Emergency" means any occurrence, or threat, whether natural, technological, or manmade, in war or in peace, which results, or may result in substantial injury or harm to the population or substantial damage to or loss of property.

(6) "Emergency management agency" means Polk County Emergency Management Division.

(7) "Manmade emergency" means an emergency caused by an action against people or society, including, but not limited to, enemy attack, sabotage, terrorism, civil unrest, or other action impairing the orderly administration of Polk County government.

(8) "Natural emergency" means an emergency caused by a natural event, including, but not limited to, a hurricane, a storm, a flood, severe wave action, a drought, or an earthquake.

(9) "Technological emergency" means an emergency caused by a technological failure or accident, including, but not limited to an explosion, transportation accident, radiological accident, or chemical or other hazardous material incident.

SECTION 3: POWER TO DECLARE A STATE OF LOCAL EMERGENCY

Pursuant to Florida's State Emergency Management Act of 1974, Chapter 252, Florida Statutes, the Board shall declare, and extend, if necessary, a state of local emergency whenever it determines that an emergency affecting the county has occurred, or is imminent.

When a quorum of the Board is unable to meet, the Chair of the Board, or the Vice-Chair, in his or her absence; or the County Manager; or his or her designee, in that sequence, is hereby empowered to determine, declare and, if necessary, extend a state of local emergency.

SECTION 4: THE STATE OF LOCAL EMERGENCY

Where a state of local emergency has been declared, the procedures and formalities otherwise required by law shall be waived with regard to the following so long as they are necessary for dealing with the emergency situation:

(1) Performance of public work and the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the community.

(2) Entering into contracts.

(3) Incurring obligations.

(4) Employment of permanent and temporary workers.

(5) Utilizing volunteer workers.

(6) Rental of equipment.

(7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

(8) Appropriation and expenditure of public funds.

Pursuant to §252.46(2), Florida Statutes, all executive orders and emergency rules imposed and enacted pursuant to this ordinance shall be reduced to writing as soon as possible, filed with the office of the clerk to the board of Polk County commissioners, and concurrently posted prominently upon the premises serving as the headquarters of county government operations.

Copies of all executive orders and emergency rules shall be delivered, as soon as possible, to representatives of the news media, all appropriate law enforcement agencies, and other appropriate government administration officials.

All executive orders and emergency rules issued under this ordinance shall indicate the nature of the emergency, the threatened area or areas of the county, and the conditions creating the disaster or threat. The content of such orders shall be promptly disseminated to the general public and to the governing bodies of the applicable municipalities within Pinellas County and contiguous counties.

SECTION 5: LENGTH OF THE STATE OF LOCAL EMERGENCY

The state of local emergency shall be limited to seven (7) days; it may be extended, as necessary, in 7-day increments.

SECTION 6: ROLE OF THE EMERGENCY MANAGEMENT AGENCY DURING A DECLARED STATE OF LOCAL EMERGENCY

(1) Except as otherwise provided in the State Emergency Management Act, Polk County's emergency management agency shall have jurisdiction over, and serve, the entire county.

(2) Polk County's emergency management agency shall perform emergency management functions within the territorial limits of the county and outside the county, as are required pursuant to §§252.31-252.90, Florida Statutes, and in accordance with state and county comprehensive emergency management plans and mutual aid agreements.

(3) The director of Polk County's emergency management agency shall have the authority to request and require that the district school board or school boards in the affected areas of the county participate in emergency management by providing facilities and necessary personnel to staff the facilities.

SECTION 7: THE ROLE OF THE COUNTY MANAGER DURING THE STATE OF LOCAL EMERGENCY

During the state of local emergency, the County Manager and his designees shall have the authority to take appropriate emergency measures without further Board action. Appropriate measures include, but are not limited to:

(1) The use or distribution of any supplies, equipment, materials, and facilities that are assembled or arranged to be made available for emergency use pursuant to Polk County's emergency management plan and program.

(2) Suspending or limiting the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives, and combustibles.

(3) Establishing curfews, including, but not limited to, the prohibition of, or restriction of, pedestrian and vehicular movement. Essential services, such as fire, police, emergency medical services, hospital services, including services for the transportation of patients, utility emergency repairs, and emergency calls by physicians and other appropriate emergency relief activities, are exempt from such curfews and restrictions. The County Manger may exempt on-duty military personnel, newspaper, magazine, radio broadcasting, and television broadcasting corporations operated for profit; and such other classes of people as may be essential to the preservation of public order and immediately necessary to serve the safety, health, and welfare needs of people within the county.

(4) Utilizing all available resources of the County government as reasonably necessary to cope with the disaster emergency, including emergency expenditures.

(5) Declaring certain areas off limits.

(6) Directing and compelling the evacuation of all or part of the population from any stricken or threatened part of the county.

(7) Making provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(8) Establishing emergency operating centers and shelters in addition to, or in place of those provided for in the county's emergency management plan.

(9) Declaring that during the emergency, it shall be unlawful and an offense against Polk County for any person, firm, or entity to use fresh water supplied by any water system in Polk County for any purpose other than cooking, drinking, and bathing.

(10) Acquire merchandise, equipment, vehicles, or property needed to alleviate the emergency.

(11) In the absence of a quorum of the Board, absence of the chair, and absence of the vice-chair, the County Manager, or his or her designee, may call on the National Guard, Coast Guard, other law enforcement divisions, and request state and federal assistance as necessary to assist in the mitigation of the emergency, or to help maintain law and order, rescue assistance, and traffic control.

Nothing within this section shall be construed to limit the usual powers and duties of the County Manager as conferred on him by the Board and under Polk County's Charter.

SECTION 8: THE ROLE OF THE COUNTY ATTORNEY DURING THE STATE OF LOCAL EMERGENCY

During the state of local emergency, the County Attorney shall assist the County Manager in complying with the requirements set forth in Section 7 above. Further, the County Attorney may, on an as-needed basis, impart legal advice to the County's several municipalities and Constitutional Officers.

Nothing within this section shall be construed to limit the usual powers and duties of the County Attorney as conferred on him by the Board and under Polk County's Charter.

SECTION 9: PRICE GOUGING

During the state of local emergency, it shall be unlawful and an offense against Polk County, for any person, firm, corporation, or entity operating within the county, to charge an unconscionable price for rental or lease of any dwelling unit or self-storage facility, or commodities such as any materials, merchandise, goods, or services necessary for consumption or use as a direct result of the emergency.

It is prima facie evidence that a price is unconscionable if:

(1) The amount charged represents a gross disparity between the price of the commodity or rental or lease of any dwelling unit or self-storage facility that is the subject of the offer or transaction, and the average price at which that commodity or dwelling unit or self-storage facility was rented, leased, sold, or offered for rent or sale in the usual course of business during the 30 days immediately prior to a declaration of a state of local emergency, and the increase in the amount charged is not attributable to additional costs incurred in connection with the rental or sale of the commodity or rental or lease of any dwelling unit or self-storage facility, or national or international market trends; or

(2) The amount charged grossly exceeds the average price at which the same or similar commodity was readily obtainable in the trade area during the 30 days immediately prior to a declaration of a state of local emergency, and the increase in the amount charged is not attributable to additional costs incurred in connection with the rental or sale of the commodity or rental or lease of any dwelling unit or self-storage facility, or national or international market trends.

SECTION 10: CONSTRUCTION AND AUTHORIZATION

Nothing in this ordinance shall be construed to limit the authority of the Board to declare or terminate a state of emergency, limit or expand the functions of the County Manager under Section 7, rescind or cancel one or more emergency measures taken pursuant to section 7, or exercise any other authority conferred on the Board by Chapter 252, Florida Statutes.

SECTION 11: PENALTIES

Pursuant to Section 125.69, Florida Statutes, and its amendments, a person who violates any provision of this ordinance shall be subject to prosecution in the same manner as misdemeanors are prosecuted. Upon conviction, such person shall be punished by a fine not to exceed $500, or by imprisonment in the Polk County Jail for a period not to exceed sixty days, or by both a fine and imprisonment; the violator may also be subject to other fees and costs associated with enforcing this ordinance. Each day of continued non-compliance or violation shall constitute a separate offense.

SECTION 12: OTHER REMEDIES

The Board of County Commissioners of Polk County may bring suit in the Circuit Court of Polk County to restrain, enjoin or otherwise prevent the violation of this ordinance.

SECTION 13: LIBERAL, NON-CONFLICTING CONSTRUCTION

The provisions of this ordinance shall be liberally construed such that its purpose is effectively rendered in the interest of the health, safety, and welfare of the citizens and residents of Polk County.

At all times when the orders, rules, and regulations made and promulgated pursuant to this ordinance and Chapter 252, Florida States are in effect, they shall supersede all existing ordinances, orders, rules, and regulations insofar as the latter may be in conflict therewith.

SECTION 14: REPEAL

Polk County Ordinances 93-28, 93-29, and 93-30 are hereby repealed.

SECTION 15: SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 16: EFFECTIVE DATE

A certified copy of this ordinance shall be filed with the Florida Department of State. This ordinance shall take effect upon the receipt of acknowledgment that the ordinance has been filed with that office.

FLORIDA DEPARTMENT OF STATE

Glenda E. Hood

Secretary of State

DIVISION OF LIBRARY AND INFORMATION SERVICES

RECEIVED
7/21/05
Clerk Of The Board
M. Crews

July 19, 2005

Honorable Richard M. Weiss
Clerk of the Court
Polk County
330 West Church Street
Post Office Box 988
Bartow, Florida 33831-0988

Attention: Martha H. Crews, Deputy Clerk

Dear Mr. Weiss:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated July 15, 2005 and certified copies of Polk County Ordinance Nos. 05-026 through 05-041, which were filed in this office on July 18, 2005.

Sincerely,

Liz Cloud

Liz Cloud
Program Administrator

LC/kcs

☐STATE LIBRARY OF FLORIDA
R.A. Gray Building • Tallahassee, Florida 32399-0250 • (850) 245-6600
FAX: (850) 488-2746 • TDD: (850) 922-4085 • http://www.dos.state.fl.us
☐LEGISLATIVE LIBRARY SERVICE (850) 488-2812 • FAX: (850) 488-9879
☐ RECORDS MANAGEMENT SERVICES (850) 487-2180• FAX: (850) 413-7224
☐FLORIDA STATE ARCHIVES (850) 245-6700• FAX: (850) 488-4894
☐ADMINISTRATIVE CODE AND WEEKLY (850) 245-6270• FAX: (850) 245-6282

Annex N
PRE-POSITIONED DEBRIS REMOVAL CONTRACTOR AGREEMENTS AND CONTRACTS

DISASTER DEBRIS REMOVAL SERVICES AGREEMENT #11-100

THIS DISASTER DEBRIS REMOVAL SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) between POLK COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as COUNTY and Ashbritt, Inc., a Florida corporation, headquartered at 565 East Hillsboro Boulevard, Deerfield Beach, Florida 33441 hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is 65-0364711.

WHEREAS, the COUNTY desires to retain the services of a competent and qualified vendor to provide disaster debris removal services; and

WHEREAS, the COUNTY has solicited for these services via an advertised request for proposals and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the COUNTY intends to engage the VENDOR to provide it the disaster debris removal services; and

WHEREAS, the VENDOR remains agreeable to providing the COUNTY the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the VENDOR agree, as follows:

Section 1. Term

(a) This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

(b) The initial term of this Agreement shall be for two (2) years commencing upon the Effective Date and remaining in force and effect unless otherwise terminated as provided herein.

(c) The COUNTY shall have the option of extending the term of the Agreement for two (2) one (1) year terms upon the same terms and conditions as the initial term by delivering

written notice to the VENDOR not less than thirty (30) days prior to the expiration of the initial term or the initial extended term, whichever shall be applicable.

Section 2. Services.

(a) The COUNTY does hereby retain the VENDOR to furnish those services and to perform those tasks (collectively, the "Services") as further described in the COUNTY's Request for Proposals RFP #11-042, to include all attachments and addenda, and in the VENDOR's responsive proposal thereto (collectively, "RFP 11-042"), all of which are incorporated into this Agreement by this reference. A complete copy of the Scope of Services section of RFP 11-042 is attached as Exhibit "A" and made a part of this Agreement.

(b) VENDOR shall perform the Services described in the Scope of Services section of RFP 11-042, as those Services may be further specifically designated and authorized by the COUNTY in a separate writing the COUNTY will deliver to the VENDOR prior to the VENDOR's commencement of the Services required in association with the COUNTY's clean-up and recovery from a particular disaster.

(c) The VENDOR is not authorized to undertake and provide any of the Services to the COUNTY without first receiving a separate written authorization from the COUNTY specifying the Services to be performed. The VENDOR acknowledges and confirms that the COUNTY has engaged a primary vendor to provide the Services described in RFP 11-042 and that the COUNTY shall give preference to the primary vendor when assigning the Services to be provided in association with the COUNTY's clean-up and recovery from a particular disaster. The VENDOR confirms its understanding and agreement that the COUNTY will only authorize the VENDOR to perform Services for the COUNTY when the COUNTY determines in its sole and absolute discretion that the primary vendor is unable to timely perform the Services. The VENDOR further acknowledges and confirms that the COUNTY has also engaged a tertiary vendor to provide the Services described in RFP 11-042 should the COUNTY determine in its sole and absolute discretion that the VENDOR is unable or will be unable to perform the full scope of work of a particular project within the time period the COUNTY requires all such work to be completed.

Section 3. Compensation.

(a) In consideration of its providing the Services, the COUNTY shall pay the VENDOR a fee determined in accordance with the Compensation Schedule which is attached as Exhibit "B" and made a part of this Agreement. The Compensation Schedule identifies all job classifications of those who may perform billable services pursuant to this Agreement and the associated amount the COUNTY will pay the VENDOR for Services performed by those in each job classification. The COUNTY is not obligated to pay VENDOR a fee for any work performed or Service provided by personnel whose job classifications are not listed on the Compensation Schedule.

(b) General

(1) The VENDOR's invoices for Services performed must reference the applicable contract number and purchase order number and must be submitted on an invoice form approved by the County Auditor.

(2) Each individual invoice shall be due and payable forty-five (45) days after the date the COUNTY receives a correct, fully documented invoice in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Transportation Division
3000 Sheffield Road
Winter Haven, Florida 33880

(3) In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR'S final/last billing for Services rendered to the COUNTY pursuant to the Agreement. The VENDOR's submission of a Final Invoice is the VENDOR's certification to the COUNTY that all Services have been properly performed and all charges and costs have been invoiced to the COUNTY. Upon the COUNTY's receipt of a Final Invoice, the COUNTY's particular account pertaining to this Agreement will be closed and any further charges not properly included on the Final Invoice are waived by the VENDOR.

(4) Payment of the Final Invoice shall not constitute evidence of the COUNTY's acceptance of the VENDOR's work or of the VENDOR's performance of any Service.

(5) All VENDOR's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by COUNTY and, if so requested, shall be furnished by VENDOR to the COUNTY Auditor's satisfaction.

(6) The VENDOR's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements stated in each invoice.

(c) Reimbursable

(1) All VENDOR's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as Exhibit "C" and made a part of this Agreement. The VENDOR's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the COUNTY's Auditor. To qualify for reimbursement, the VENDOR's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

Section 4. Vendor's Responsibilities

(a) The VENDOR shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

(b) The COUNTY's review, approval, acceptance, or payment for any of the VENDOR's Services shall not be construed to: (i) operate as a waiver of any rights the COUNTY possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the VENDOR's performance or nonperformance of this Agreement. The VENDOR shall be and will always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the VENDOR's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

Section 5. Ownership of Documents. All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the VENDOR's performance of the Services pursuant to this Agreement shall become the property of the COUNTY after final payment is made to the VENDOR for the Services.

Section 6. Termination.

(a) The COUNTY may terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the VENDOR to fulfill its obligations under this Agreement, by delivering written notice to the VENDOR. Upon receipt of such notice, the VENDOR shall:

(1) Immediately discontinue all affected Services unless the notice directs otherwise, and

(2) Deliver to the COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the VENDOR in performing this Agreement, whether completed or in process.

(b) Unless in dispute or subject to the COUNTY's right of set-off or other remedy, the VENDOR shall be paid for Services actually rendered to the date of termination.

(c) The rights and remedies of the COUNTY provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 7. No Contingent Fees. The VENDOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the VENDOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 8. Assignment. The VENDOR shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the COUNTY, which consent may be withheld in the COUNTY's exercise of its reasonable discretion.

Section 9. Subcontractors. If the VENDOR requires the assistance of any subcontractors or other professional associates in connection with its providing the Services, the VENDOR must obtain the prior express written approval of the COUNTY, which the COUNTY may withhold in its discretion, before any such subcontractor or professional associate may perform any work for the COUNTY. If after obtaining the COUNTY's approval the VENDOR utilizes any subcontractors or other professional associates in the delivery of the Services, then the VENDOR shall remain solely and fully liable to the COUNTY for the performance or nonperformance of all such subcontractors or other professional associates. The failure of a subcontractor or other professional associate to timely or properly perform any of its obligations to the VENDOR shall not relieve the VENDOR of its obligations to the COUNTY under this Agreement.

Section 10. Indemnification of County. VENDOR, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents harmless from, and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (1) the failure of VENDOR to comply with applicable laws, rules or regulations, (ii) the breach by VENDOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of VENDOR's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of VENDOR, its sub-contractors, agents, and employees, provided, however, that VENDOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising out of the COUNTY's sole negligence.

Section 11. Insurance Requirements. The VENDOR shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The VENDOR shall provide the COUNTY original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. The COUNTY shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The VENDOR's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the COUNTY. The County requires 10 days written notice of non-payment. In the event of any failure by the VENDOR to comply with the provisions of this Section 11, the COUNTY may, at its option, upon notice to the VENDOR suspend VENDOR's performance of the Services for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the VENDOR's expense, provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, the VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $2,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $4,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The VENDOR shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Section 12. Public Entity Crimes

The VENDOR understands and acknowledges that this Agreement will be void in the event the conditions stated in Section 287.133, Florida Statutes, relating to conviction for a public entity crime apply to the VENDOR.

Section 13. Non-Discrimination

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

Section 14. County and Vendor Representation

(a) The parties recognize that questions regarding the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the VENDOR, shall designate and shall advise the VENDOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated COUNTY representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the Services to be provided pursuant to this Agreement.

(b) The VENDOR shall at all times during the normal work week designate or appoint one or more VENDOR representatives who are authorized to act on behalf of and to bind the VENDOR regarding all matters involving the conduct of its performance pursuant to this Agreement. The VENDOR shall keep the COUNTY continually and effectively advised of VENDOR's designated representatives.

Section 15. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 16. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

Section 17. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the VENDOR (including its officers, employees, and agents) as the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The VENDOR is to be and shall remain forever in independent contractor with respect to all Services performed under this Agreement. The VENDOR shall not pledge the COUNTY's credit or make the COUNTY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness, and the VENDOR shall have no right to speak for or bind the COUNTY in any manner.

Section 18. Public Records Law. The VENDOR acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution, and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The VENDOR acknowledges that the COUNTY is required to comply with Article I, Section 24, of the Florida Constitution and with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this Agreement. Chapter 119, Florida Statutes, as amended in the wake of certain terrorist activities, provides for an exemption from public-records requirements for a security-system plan or portion thereof, and provides for an exemption from public-meeting requirements for those portions of any meeting which would reveal a security-system plan, or portion thereof, which is confidential and exempt. All documentation or communications regarding security measures

should be treated as confidential "criminal intelligence information," as provided for in the amended Chapter 119. The VENDOR will not disclose any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Section 19. Compliance with Laws and Regulations. In providing all Services pursuant to this Agreement, the VENDOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the VENDOR.

Section 20. Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

Section 21. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY: Polk County Transportation Division
3000 Sheffield Road
Winter Haven, Florida 33880
Attention: Transportation Director

FOR VENDOR: Ashbritt, Inc.
565 East Hillsboro Boulevard
Deerfield Beach, Florida 33441
Attention: President

Section 22. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or

provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

Section 23. Annual Appropriations. VENDOR acknowledges that during any fiscal year the COUNTY shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the COUNTY's performance and obligation to pay the VENDOR under this Agreement is contingent upon annual appropriations being made for that purpose.

Section 24. Unauthorized Alien(s). The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful VENDOR will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Section 25 Vendor Representations. The VENDOR hereby represents and warrants the following to the COUNTY:

(a) VENDOR is a corporation duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

(b) VENDOR'S performance under this Agreement will not violate or breach any contract or agreement to which the VENDOR is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

(c) VENDOR has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

(d) VENDOR now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

(e) VENDOR has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

(f) VENDOR has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

(g) VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

(h) VENDOR shall, at no additional cost to COUNTY, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

(i) Each individual executing this Agreement on behalf of the VENDOR is authorized to do so

Section 26. Default and Remedy. If the VENDOR materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the VENDOR receives written notice of the default from the COUNTY, then the COUNTY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the VENDOR, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the COUNTY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the COUNTY receives written notice of the default from the VENDOR, then the VENDOR shall have the right to immediately terminate this Agreement by delivering written notice to the COUNTY. Upon any such termination, the

COUNTY shall pay the VENDOR the full amount due and owing for all Services performed through the date of Agreement termination.

Section 27. Limitation of Liability. IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

Section 28. Waiver A waiver by either COUNTY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

Section 29. Attorneys' Fees and Costs. Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

Section 30. Force Majeure. The VENDOR shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the VENDOR shall deliver written notice to the COUNTY describing the event in reasonably sufficient detail and how the event has precluded the VENDOR from performing its obligations hereunder. The VENDOR's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the VENDOR to return to

normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the VENDOR shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the VENDOR shall keep the COUNTY duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES SIGNATURES.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

RICHARD WEISS
CLERK OF THE BOARD

BY: Kim Hancock
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
Chairman
Board of County Commissioners

Date Signed By Chairman 10/11/11 Q.43

Reviewed as to form and legal sufficiency

_____ 10/11/11
County Attorney's Office Date

Attest:

By: _____
Corporate Secretary

Randal R. Perkins
[Print Name]

DATE: 9/30/11

SEAL

ASHBRITT, INC.,
a Florida corporation

By: _____

John W. Noble
[Print Name]

COO
[Title]

DATE: 9/30/11

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida COUNTY OF Broward

The foregoing instruments was acknowledged before me this

9/30/11 By John U. Noble

(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

Personally Known as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this 9/30/11

(Date)

MY COMMISSION # DD 961225 EXPIRES: June 12, 2014 Bonded Thru Budget Notary Services

Commission Number DD961225

(Official Notary Signature and Notary Seal)

Randi Milner Commission Expiration Date 6/12/14

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date) (Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT "A"
SCOPE OF SERVICES

It is the intent of this scope for the Contractor to remove, as quickly as possible, all hazards to life and property resulting from the occurrence of a catastrophic or disastrous event in the County. Clean up, demolition, and removal will be task order (notice-to-proceed) specific and limited to "Eligible Debris." The term "Eligible Debris" shall be defined by the County as (1) that debris which the County determines must be removed to eliminate immediate threats to life, public health, and safety; (2) that debris which the County determines must be removed to eliminate immediate threats of significant damage to improved public or private property; and (3) that debris which the County determines must be removed to ensure economic recovery of the affected community.

Specifically the Scope of Services will include the following items:

ELIGIBLE DEBRIS REMOVAL

1. Emergency Road Clearance

   The Contractor shall accomplish the cutting, tossing, and/or pushing of Eligible Debris from the primary transportation routes as identified by and directed by the County. This operational aspect of the scope of services shall be for the first 70 plus or minus) hours after an event.

2. Eligible Debris Removal from Public Rights-of-Way

   As identified by and directed by the County, the Contractor shall accomplish the pick-up and hauling of all Eligible Debris to the designated Temporary Debris Staging and Reduction Sites (individually or collectively, the "TDSRS) from public rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements. The Contractor shall segregate all debris to the extent practical. Clean woody debris, and other natural materials that can be chipped, mulched, burned, and disposed of in some other similar manner shall be collected and handled separately from other debris.

3. Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)

   Should an imminent threat to life, safety, and health to the general public be present on private property or publicly owned property as referenced above, the Contractor as identified to and directed by the County, will accomplish the demolition of structures and the removal and relocation of the designated Eligible Debris to the public rights-of-way. This service shall commence upon receipt by the Contractor from the County the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order, and the physical marking of each structure by the County. This scope of service includes the demolition of structures and the transportation of residual debris to a TDSRS or final disposal site. All identified hazardous waste (to include any hazardous materials) shall be delivered directly to the North Central Landfill (the "NCLF"), 10 Environmental Loop, Winter Haven, Florida. No hazardous waste shall be housed at any TDSRS. The County has determined that it is in the best interest of the health and safety of its citizens to limit the disposal of hazardous waste to the NCLP. The Contractor shall maintain

all debris work sites to appropriate use standards, safety standards, and regulatory requirements.

4. Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the County, the Contractor shall remove all hazardous stumps, as identified by the County, haul each stump to a TDSRS, and backfill each stump hole with compatible material as determined by the County and the Contractor. Each stump shall be inspected by the County and Contractor inspectors and documented as to the appropriate category of size for invoicing. The size of stumps will be calculated by measuring the circumference of the stump at a point two (2) feet above the highest intersecting root from the root ball and then dividing by 3.14 to the 3rd digit, or other method approved by the County and FEMA.

Stumps will be removed if it is in the right-of-way and is 50% uprooted. If removal of the stump creates a hole, the Contractor will back fill the hole. All stumps will be photographed and located on GPS. Stumps removed from right-of-way will be billed out on a "per each" basis. Any stump brought to the curb by a landowner will be hauled and billed on a "per cubic yard" basis.

The removal of hazardous stumps 24 inches and smaller in diameter will be treated as normal debris and paid based on the FEMA stump Conversion Table (see Attachment "A" FEMA DAP9523.11).

All work performed under this section must adhere to requirements noted in 44 Code of Federal Regulations (CFR).

5. Leaning Trees / Hanging Limbs (Trimming, cutting, felling)

As directed by the County, the Contractor shall remove hazardous leaning trees and hanging limbs that pose a threat to life, public health, safety, and/or improved public property. . Hazardous trees will be measured at 4.5 feet above the ground and hazardous hangers will be measured at the point of breakage. The removal of hazardous hangers will be compensated on a per tree rate and all hazardous hangers in a tree must be removed by the Contractor.

Each tree and limb shall then be placed in safest location along the right-of-way where the debris resulting from this scope of services shall be removed utilizing the scope of services Item 2: Debris Removal from Public Rights-of-Way.

6. Temporary Debris Staging and Reduction Sites (TDSRS)

Immediately after execution of the Disaster Debris Removal Services contract, the Contractor and the County will jointly develop a list of the alternative temporary sites for debris management. The parties shall annually thereafter review and confirm the acceptable locations stated on the resulting TDSRS list. The Contractor will be responsible for collecting and testing appropriate environmental samples prior to beginning operations at each TDSRS location. The Contractor will thoroughly video tape and/or photograph each TDSRS site before any debris management activities begin, and will thereafter periodically update video and photographic documentation to track site evolution.

The Contractor will operate and manage each TDSRS to accept and process all Eligible Debris. The Contractor shall be responsible for any land lease obligations that arise in relation to a TDSRS. The Contractor shall be responsible for any and all necessary site preparation, to include but not limited, to the following: any site work and materials necessary to build and maintain stabilized roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements including, but not be limited, to wind-born debris control fencing, silt fencing, or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The Contractor shall provide and maintain portable and sanitary facilities and fresh water at each TDSRS Inspection Station.

All hazardous waste shall be delivered directly to the North Central Landfill, 10 Environmental Loop, Winter Haven, Florida. No hazardous waste shall be housed at any TDSRS.

The inspection of every load, in and out, is further defined in the "Other Operational Considerations" section below. Processing may include, but is not limited, to reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods, and hazardous wastes. The Contractor shall be responsible for the transporting and removing of all materials not requiring landfilling. All debris requiring landfilling shall be transported to the designated landfill facility, unless otherwise directed by the County. The Contractor shall provide the necessary equipment at the landfill site or otherwise assist with any off-loading of debris.

All processing activities shall be conducted in compliance with all federal, state, and local rules and regulations. It shall be the responsibility of the Contractor to obtain and pay for all permits required to construct, operate, maintain, close, and reclaim the TDSRS debris-processing sites. The Contractor shall maintain each TDSRS site in accordance with all local, state, and federal rules and regulations including at a minimum, erosion control, stormwater management, and fire control, rodent and insect control, animal control in general, noise abatement, odor control, and other site management and site maintenance. The Contractor shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site.

The Contractor shall not transport hazardous waste or any hazardous materials to a TDSRS or to any other sites that are not specifically authorized to accept such waste or materials. The Contractor shall be responsible for proper handling and storage of any hazardous waste or hazardous materials brought to the TDSRS. The Contractor shall designate a suitable area at each TDSRS to accommodate all hazardous waste or hazardous materials that the Contractor or a third party may inadvertently bring to a TDSRS. The designated area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

The Contractor shall conduct all required testing at the TDSRS, as required by Federal, State, and Local laws, standards, regulations, and operating permits. All guidelines in the latest edition of FEMA's Public Assistance Debris Management Guidelines shall be followed and complied with in the establishment, operation of, and closing of the TDSRS.

The Contractor shall ensure that TDSRS site reclamation shall be accomplished in accordance with all Federal, State, and Local laws, standards, and regulations. The Contractor shall restore the TDSRS to its pre-use condition which may require, among other matters removal of all remaining equipment and debris, grading the site to historical conditions, seeding and mulching of the exposed areas, and performing other work the County deems necessary to restore the site to such condition.

The Contractor's liability to the County for any environmental contamination of the TDSRS (to include adversely affected surrounding areas) shall remain in place after all TDSRS site reclamation services have been completed. The Contractor shall be liable and shall remain liable for any required clean up and necessary remediation of the TDSRS and adversely affected surrounding areas after the expiration or early termination of the Disaster Debris Removal Services contract with the County.

If it becomes necessary to have scales at the TDSRS, the Contractor's reasonable costs to obtain the required scales will be a reimbursable expense.

7. Disaster Event Generated Hazardous Wastes Abatement

The Contractor shall abate all hazardous waste (to include any hazardous materials) identified by the County in accordance with all applicable Federal, State, and Local laws, standards, and regulations to include, but not be limited to, 29 CFR 1910.120, 40 CFR 311, and 49 CFR 100-199.

8. Disaster Event Generated Biohazardous Wastes Abatement

The Contractor shall abate all biohazardous waste identified by the County in accordance with all applicable Federal, State, and Local laws, standards, and regulations.

9. Dead Animal Collection, Transportation, and Disposal

The Contractor shall collect, transport, and dispose of dead livestock, poultry, and large animals (deer, wild pigs, exotic species, etc.). Disposal will be accomplished in any permissible manner consistent with Federal, State, and County laws, rules, and regulations. The collection, transportation, and disposal of small domestic pets are the responsibility of the County.

10. Electronic Communications

The Contractor shall provide the County, in the event that normal communication (power, telephone, radio, cell phones, etc.) is unavailable, with SAT-COM (Satellite radio's, telephones, etc.) or a reliable electronic system of communication as follows:

1 (one) each with Contractor representative
1 (one) per crew
1 (one) at each disposal site

OTHER OPERATIONAL CONSIDERATIONS

1. Documentation and Inspections

All storm debris shall be subject to inspection by the County or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state, and Federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The Contractor and the County will each have personnel in place at each TDSRS to verify the contents (cubic yards or tons) of the vehicles entering the TDSRS. Records will be maintained via load tickets of every vehicle entering the TDSRS, its cubic yardage or tonnage and verification of the vehicle leaving the TDSRS to ensure that it is in fact empty. The Contractor and the County will monitor the material to determine that it in fact consists of Eligible Debris. The Contractor and the County will have personnel in place at the pick up site to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the Contractor and the County will establish and record the certified cubic yards capacity and will inspect each haul truck. The Contractor will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The Contractor will assist the County in preparation of Federal (FEMA, FHWA, etc.) and State reports for any potential reimbursement through the training of County employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA, and other applicable State and Federal Agencies to insure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies. The Contractor will be required to videotape each load received at each TDSRS or to be taken to a disposition site which will result in a claim for reimbursement or payment. The videotaping will be performed to clearly show the transport vehicles identification number and the contents of the vehicle.

2. Priority of Work Areas

The County will establish in advance the priority of and shall approve each work area in which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all Eligible Debris from the approved work areas and shall leave the areas from which the Eligible Debris is removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a work area is in a clean and neat condition will be at the reasonable judgment of the County.

The County reserves the right to task the Contractor with providing separate crews for collection on FHWA-ER eligible secondary roads. (See Attachment "B").

3. Working Hours

All activity associated with gathering and loading of Eligible Debris shall be performed during visible daylight hours only. Hauling of Eligible Debris to a TDSRS will only be allowed during visible daylight hours between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the

parties that at each TDSRS debris reduction may occur twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe. Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

4. Debris Disposal

The Contractor shall process, recycle, and dispose of all Eligible Debris, reduced Eligible Debris, ash residue, and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards, and regulations. Final disposition locations shall be at the discretion of the Contractor with prior acceptance by the County, except for those materials to be landfilled as determined by the County. Debris to be landfilled will be at the County's designated landfill facility or as directed by the County. The Contractor and County inspectors assigned to the disposition process shall maintain disposition and disposal records and documentation. Documentation shall be quantified in Cubic Yards or tons. The Contractor must provide five part load tickets.

5. White Goods

The Contractor may expect to encounter "white goods" available for disposal. For purposes of the contract "white goods" will be those goods that constitute "household appliances" as defined in the Florida Administrative Code. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the Contractor in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods, as this cost of work is included in the cubic yard unit price for debris removal.

6. Multiple Schedule Pass

The Contractor shall make multiple scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens and the County to return to their properties and bring debris to the right-of –way as recovery progresses. The number and schedule of passes shall be determined through County/Contractor consultation. It is the County's intent that the Contractor will make as many passes as the County may direct to complete the removal and lawful disposal of all natural disaster generated Eligible Debris.

7. Certification of Load Carrying Capacity

The Contractor shall submit to the County certification indicating the type of vehicle, make, model, license plate number, Contractor equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurement performed by the County. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive numbers for the County. Photo documentation may be required at the County's discretion.

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulation, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be remeasured and remarked. All extensions to the bed are subject to acceptance or rejection by the County. The Contractor shall conform to the F.S. 316.520 which covers the tarping of loads. Damaged extensions are subject to immediate disqualification by authorized County personnel.

8. Traffic Control

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practicable. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including each TDSRS. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all Federal, State, and local laws, regulations, and ordinances governing personnel, equipment, and workplace.

9. Recycled Materials Documentation

The Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, the location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. Contractor shall provide the value of the salvaged or recycled material back to the County as a reimbursement or credit so that the County can provide the reimbursement or credit back to FEMA, as required by FEMA. Value of the material will be defined as the value of the material as paid to the Contractor by the entity accepting the material for salvage or recycling.

10. Coordination with Recovery Operation's Center

The Contractor shall be required to provide current/up-to-date field condition information to the County's EOC-Recovery Operation's Center.

11. Contractor Required Submittals and Tasks with Timeframes from Contract NTP if Pre-Event Awarded Contract

Contractor site visit of County TDSRS	30 Days
Aerial Markups of TDSRS with Site Layouts	60 Days
Load Tickets with Use Procedure	30 Days
Contractor's Load Ticket Accounting Software	30 Days
Contractor Debris Separation Requirements/Procedures	30 Days

Exhibit "B"

Price Sheet

Column I Item No.	Column II Description	Column III UoM	Column IV Unit Price	Column V UoM	Column VI Unit Price
	Level 1: 0 - 50,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY	$7.50	TN	$65.50
1	B. Over 20 miles	CY	$9.25	TN	$81.00
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY	$7.50	TN	$78.50
2	B. Over 20 miles	CY	$9.25	TN	$100.00
	Site management and processing of debris at TDSRS				
	A. Grinding	CY	$3.85	TN	$22.25
3	B. Burning	CY	$3.65	TN	$21.00
	Removal of eligible leaning trees and eligible hanging limbs _/a				
	A. 2" - 12.99" diameter tree	CY	$9.00	TN	$79.00
	B. 13" - 24.99" diameter tree	CY	$9.00	TN	$79.00
	C. 25" - 36.99 diameter tree	CY	$9.00	TN	$79.00
	D. 37" - 48.99" diameter tree	CY	$9.00	TN	$79.00
	E. 49" and greater diameter tree	CY	$9.00	TN	$79.00
4	F. Removal of all hanging limbs per tree	CY	$8.50	TN	$74.50
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY	$4.50	TN	$20.25
5	B. Over 40 miles	CY	$6.25	TN	$28.25
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA	$116.00		
	B. 37" - 48.99" diameter	EA	$180.00		
6	C. 49" and greater diameter	EA	$316.00		
7	Dead animal collection, transportation, and disposal	LB	$4.25		
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$25.00		
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$225.00		

	Level 2: 50,000 - 200,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY	$7.50	TN	$65.50
1	B. Over 20 miles	CY	$9.25	TN	$81.00
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY	$7.50	TN	$78.50
2	B. Over 20 miles	CY	$9.25	TN	$100.00
	Site management and processing of debris at TDSRS				
	A. Grinding	CY	$3.85	TN	$22.25
3	B. Burning	CY	$3.65	TN	$21.00
	Removal of eligible leaning trees and eligible hanging limbs _/a				
	A. 2" - 12.99" diameter tree	CY	$9.00	TN	$79.00
	B. 13" - 24.99" diameter tree	CY	$9.00	TN	$79.00
	C. 25" - 36.99 diameter tree	CY	$9.00	TN	$79.00
	D. 37" - 48.99" diameter tree	CY	$9.00	TN	$79.00
	E. 49" and greater diameter tree	CY	$9.00	TN	$79.00
4	F. Removal of all hanging limbs per tree	CY	$8.50	TN	$74.50
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY	$4.50	TN	$20.25
5	B. Over 40 miles	CY	$6.25	TN	$28.25
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA	$116.00		
	B. 37" - 48.99" diameter	EA	$180.00		
6	C. 49" and greater diameter	EA	$316.00		
7	Dead animal collection, transportation, and disposal	LB	$4.25		
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$25.00		
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$225.00		

	Level 3: Greater than 200,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY	$7.50	TN	$65.50
1	B. Over 20 miles	CY	$9.25	TN	$81.00
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY	$7.50	TN	$78.50
2	B. Over 20 miles	CY	$9.25	TN	$100.00
	Site management and processing of debris at TDSRS				
	A. Grinding	CY	$3.85	TN	$22.25
3	B. Burning	CY	$3.65	TN	$21.00
	Removal of eligible leaning trees and eligible hanging limbs _/a				
	A. 7" - 12.99" diameter tree	CY	$9.00	TN	$79.00
	B. 13" - 24.99" diameter tree	CY	$9.00	TN	$79.00
	C. 25" - 36.99 diameter tree	CY	$10.00	TN	$87.50
	D. 37" - 48.99" diameter tree	CY	$10.50	TN	$92.00
	E. 49" and greater diameter tree	CY	$11.00	TN	$96.50
4	F. Removal of all hanging limbs per tree	CY	$8.50	TN	$74.50
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY	$4.75	TN	$21.35
5	B. Over 40 miles	CY	$8.25	TN	$37.15
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA	$116.00		
	B. 37" - 48.99" diameter	EA	$180.00		
6	C. 49" and greater diameter	EA	$316.00		
7	Dead animal collection, transportation, and disposal	LB	$4.25		
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$25.00		
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$225.00		

NOTES:
a. Includes removal, gathering, pick-up and hauling to TDSRS, 0-20 miles (one way). For hauling over 20 miles, add $1.50/CY and $13.00/TON to each category A-F.

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

	Single Side	Double Sided
A. Regular Copying		
Letter size documents	$ 0.10/page	$ 0.15/sheet
Legal Size documents	$ 0.10/page	$ 0.15/sheet
11" X 17" documents	$ 0.15/page	$ 0.20/sheet
14" X 18" documents	$ 0.25/page	$ 0.30/sheet
Other Sizes		$ 0.15/sq. ft.
Color Reproductions, all sizes		$ 1.00/page
B. Plotter Prints – Paper (B/W Color)		
Letter Size		$ 1.00/page
Legal Size		$ 1.50/page
11" X 17"		$ 2.00/page
24" X 36"		$ 6.00/page
Other Sizes		$ 1.00/sq. ft.
C. Plotter Prints – Mylar		
Letter Size		$ 3.00/page
Legal Size		$ 4.50/page
11" X 17"		$ 6.00/page
24" X 36"		$18.00/page
Other Sizes		$ 3.00/sq. ft.
D. Plotter Prints – Vellum		
Letter Size		$ 2.00/page
Legal Size		$ 3.00/page
11" X 17"		$ 4.00/page
24" X 36"		$12.00/page
Other Sizes		$ 2.00/sq. ft.
E. Blueline Prints 24"X36"		$ 1.00/sheet
Blueline Prints, other sizes		$ 0.15/sq. ft.
F. Reproduction Mylar		$ 1.00/sq. ft.
Reproduction – Presentation Dizao paper		$ 1.00/sq. ft.

2. Facsimile (FAX) Costs

A. Local	Non-reimbursable
B. Non-Local	$ 0.50/page

3. Subcontractor Services — Actual Costs

4. Special Consultants — Actual costs

Rev 1/13/98

5.	Telecommunications	
	A. Local	Non-reimbursable
	B. Non-Local	Actual Costs
6.	Computer Services	Non-reimbursable
7.	Travel Expenses	In accordance with Chapter 112.061, F.S.
8.	Postage, Fed Express, UPS	Actual Costs
9.	Computer Disk Copies, CD Rom, Tapes	Actual Costs
10.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

36479

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2011

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

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

PRODUCER	Commercial Lines - (561) 655-5500 Wells Fargo Insurance Services USA, Inc. 2054 Vista Parkway, Suite 400 West Palm Beach, FL 33411	CONTACT NAME: Curtis Weaver PHONE (A/C, No, Ext): 561-655-5500 FAX (A/C, No): 561-655-5509 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Berkley Insurance Company	32603
INSURED	AshBritt, Inc & Southeast Equipment 565 East Hillsboro Blvd. Deerfield Beach, FL 33441	INSURER B: Great Divide Insurance Company	25224
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 3044107 **REVISION NUMBER:** See below

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blkt Addl Insrd by contract X Blkt WOS by contract GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			ECPO1532245-10	5-22-2011	5-22-2012	EACH OCCURRENCE	$ 1,000,00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,00
							MED EXP (Any one person)	$ 5,00
							PERSONAL & ADV INJURY	$ 1,000,00
							GENERAL AGGREGATE	$ 2,000,00
							PRODUCTS - COMP/OP AGG	$ 2,000,00
							PROFESSIONAL	$ 1,000,00
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X Blkt Add'l Insr / X Blkt WOS by c			BAP1532245-10	5-22-2011	5-22-2012	COMBINED SINGLE LIMIT (Ea accident)	$ 100000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			FFX1532248-10	5-22-2011	5-22-2012	EACH OCCURRENCE	$ 10,000,00
							AGGREGATE	$ 10,000,00
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA1532247-10	5-22-2011	5-22-2012	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,00

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

GENERAL LIABILITY: Comprehensive General Liability including Pollution and Professional Liability with $10,000 BI/PD Deductible. Coverage includes Blanket Additional Insured with products and completed operations coverage for Additional Insured with Waiver of Subrogation when required by written contract, per forms ECP1004 AND ENV2004. COMMERCIAL AUTO: Includes Blanket Additional Insured with Waiver of Subrogation when required by written contract. WORKERS COMPENSATION: Blanket Waiver of Subrogation applies when required by written contract. EXCESS LIABILITY: Follow-Form over General, Pollution and Professional Liability, Commercial Auto and Workers Compensation policies. EQUIPMENT FLOATER: $250,000 limit for any rented or leased equipment and $500,000 policy limit for rented or leased equipment. 10 Day Notice of Cancellation applies in the event of non-payment of premium.

CERTIFICATE HOLDER

Polk County, Florida
2470 Clower Lane Bartow
Bartow FL 33830

CANCELLATION

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

Jeanne Brooks

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AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP 11-042 PROJECT NAME: Disaster Debris Removal Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: AshBritt Inc

Signature | Title: COO | Date: 9/30/11

STATE OF: Florida
COUNTY OF: Brevard

The foregoing instrument was signed and acknowledged before me this 30 day of Sept, 2011, by Jona W. Doble who has produced
(Print or Type Name)

Personally Known as identification.
(Type of Identification and Number)

Notary Public Signature

Randi Milner
Printed Name of Notary Public

6/12/14
Notary Commission Number/Expiration

NOTARY PUBLIC STATE OF FLORIDA
RANDI ELYN MILNER
MY COMMISSION # DD 961223
EXPIRES: June 12, 2014
Bonded Thru Budget Notary Services

DISASTER DEBRIS REMOVAL SERVICES AGREEMENT #11-101

THIS DISASTER DEBRIS REMOVAL SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) between POLK COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as COUNTY and Crowder-Gulf Joint Venture, Inc., a Florida corporation, headquartered at 5435 Business Parkway, Theodore, Alabama 36582 hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is 01-0626019.

WHEREAS, the COUNTY desires to retain the services of a competent and qualified vendor to provide disaster debris removal services; and

WHEREAS, the COUNTY has solicited for these services via an advertised request for proposals and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the COUNTY intends to engage the VENDOR to provide it the disaster debris removal services; and

WHEREAS, the VENDOR remains agreeable to providing the COUNTY the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the VENDOR agree, as follows:

Section 1. Term

(a) This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

(b) The initial term of this Agreement shall be for two (2) years commencing upon the Effective Date and remaining in force and effect unless otherwise terminated as provided herein.

(c) The COUNTY shall have the option of extending the term of the Agreement for two (2) one (1) year terms upon the same terms and conditions as the initial term by delivering

written notice to the VENDOR not less than thirty (30) days prior to the expiration of the initial term or the initial extended term, whichever shall be applicable.

Section 2. Services.

(a) The COUNTY does hereby retain the VENDOR to furnish those services and to perform those tasks (collectively, the "Services") as further described in the COUNTY's Request for Proposals RFP #11-042, to include all attachments and addenda, and in the VENDOR's responsive proposal thereto (collectively, "RFP 11-042"), all of which are incorporated into this Agreement by this reference. A complete copy of the Scope of Services section of RFP 11-042 is attached as Exhibit "A" and made a part of this Agreement.

(b) VENDOR shall perform the Services described in the Scope of Services section of RFP 11-042, as those Services may be further specifically designated and authorized by the COUNTY in a separate writing the COUNTY will deliver to the VENDOR prior to the VENDOR's commencement of the Services required in association with the COUNTY's clean-up and recovery from a particular disaster.

(c) VENDOR acknowledges that the COUNTY has engaged a secondary vendor and a tertiary vendor to provide the Services described in RFP 11-042 should the COUNTY determine in its sole and absolute discretion that the VENDOR is unable or will be unable to perform the full scope of work of a particular project within the time period the COUNTY requires all such work to be completed.

Section 3. Compensation.

(a) In consideration of its providing the Services, the COUNTY shall pay the VENDOR a fee determined in accordance with the Compensation Schedule which is attached as Exhibit "B" and made a part of this Agreement. The Compensation Schedule identifies all job classifications of those who may perform billable services pursuant to this Agreement and the associated amount the COUNTY will pay the VENDOR for Services performed by those in each job classification. The COUNTY is not obligated to pay VENDOR a fee for any work performed or Service provided by personnel whose job classifications are not listed on the Compensation Schedule.

(b) General

(1) The VENDOR's invoices for Services performed must reference the applicable contract number and purchase order number and must be submitted on an invoice form approved by the County Auditor.

(2) Each individual invoice shall be due and payable forty-five (45) days after the date the COUNTY receives a correct, fully documented invoice in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Transportation Division
3000 Sheffield Road
Winter Haven, Florida 33880

(3) In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR'S final/last billing for Services rendered to the COUNTY pursuant to the Agreement. The VENDOR's submission of a Final Invoice is the VENDOR's certification to the COUNTY that all Services have been properly performed and all charges and costs have been invoiced to the COUNTY. Upon the COUNTY's receipt of a Final Invoice, the COUNTY's particular account pertaining to this Agreement will be closed and any further charges not properly included on the Final Invoice are waived by the VENDOR.

(4) Payment of the Final Invoice shall not constitute evidence of the COUNTY's acceptance of the VENDOR's work or of the VENDOR's performance of any Service.

(5) All VENDOR's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by COUNTY and, if so requested, shall be furnished by VENDOR to the COUNTY Auditor's satisfaction.

(6) The VENDOR's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements stated in each invoice.

(c) Reimbursable

(1) All VENDOR's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as Exhibit "C" and made a part of this Agreement. The VENDOR's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the COUNTY's Auditor. To qualify for reimbursement, the VENDOR's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

Section 4. Vendor's Responsibilities

(a) The VENDOR shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

(b) The COUNTY's review, approval, acceptance, or payment for any of the VENDOR's Services shall not be construed to: (i) operate as a waiver of any rights the COUNTY possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the VENDOR's performance or nonperformance of this Agreement. The VENDOR shall be and will always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the VENDOR's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

Section 5. Ownership of Documents. All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the VENDOR's performance of the Services pursuant to this Agreement shall become the property of the COUNTY after final payment is made to the VENDOR for the Services.

Section 6. Termination.

(a) The COUNTY may terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the VENDOR to fulfill its obligations under this Agreement, by delivering written notice to the VENDOR. Upon receipt of such notice, the VENDOR shall:

(1) Immediately discontinue all affected Services unless the notice directs otherwise, and

(2) Deliver to the COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the VENDOR in performing this Agreement, whether completed or in process.

(b) Unless in dispute or subject to the COUNTY's right of set-off or other remedy, the VENDOR shall be paid for Services actually rendered to the date of termination.

(c) The rights and remedies of the COUNTY provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 7. No Contingent Fees. The VENDOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the VENDOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 8. Assignment. The VENDOR shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the COUNTY, which consent may be withheld in the COUNTY's exercise of its reasonable discretion.

Section 9. Subcontractors. If the VENDOR requires the assistance of any subcontractors or other professional associates in connection with its providing the Services, the VENDOR must obtain the prior express written approval of the COUNTY, which the COUNTY may withhold in its discretion, before any such subcontractor or professional associate may perform any work for the COUNTY. If after obtaining the COUNTY's approval the VENDOR utilizes any subcontractors or other professional associates in the delivery of the Services, then the VENDOR shall remain solely and fully liable to the COUNTY for the performance or nonperformance of all such subcontractors or other professional associates. The failure of a subcontractor or other professional associate to timely or properly perform any of its obligations

to the VENDOR shall not relieve the VENDOR of its obligations to the COUNTY under this Agreement.

Section 10. Indemnification of County. VENDOR, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents harmless from, and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (1) the failure of VENDOR to comply with applicable laws, rules or regulations, (ii) the breach by VENDOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of VENDOR's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of VENDOR, its sub-contractors, agents, and employees, provided, however, that VENDOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising out of the COUNTY's sole negligence.

Section 11. Insurance Requirements. The VENDOR shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The VENDOR shall provide the COUNTY original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. The COUNTY shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The VENDOR's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the COUNTY. The County requires 10 days written notice of non-payment. In the event of any failure by the VENDOR to comply with the provisions of this Section 11, the COUNTY may, at its option, upon notice to the VENDOR suspend VENDOR's performance of the Services for

cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the VENDOR's expense, provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, the VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $2,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $4,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The VENDOR shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Section 12. Public Entity Crimes

The VENDOR understands and acknowledges that this Agreement will be void in the event the conditions stated in Section 287.133, Florida Statutes, relating to conviction for a public entity crime apply to the VENDOR.

Section 13. Non-Discrimination

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

Section 14. County and Vendor Representation

(a) The parties recognize that questions regarding the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the VENDOR, shall designate and shall advise the VENDOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated COUNTY representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the Services to be provided pursuant to this Agreement.

(b) The VENDOR shall at all times during the normal work week designate or appoint one or more VENDOR representatives who are authorized to act on behalf of and to bind the VENDOR regarding all matters involving the conduct of its performance pursuant to this Agreement. The VENDOR shall keep the COUNTY continually and effectively advised of VENDOR's designated representatives.

Section 15. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 16. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

Section 17. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the VENDOR (including its officers, employees, and agents) as the agent, representative, or employee of the COUNTY for any purpose, or in any

manner, whatsoever. The VENDOR is to be and shall remain forever in independent contractor with respect to all Services performed under this Agreement. The VENDOR shall not pledge the COUNTY's credit or make the COUNTY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness, and the VENDOR shall have no right to speak for or bind the COUNTY in any manner.

Section 18. Public Records Law. The VENDOR acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution, and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The VENDOR acknowledges that the COUNTY is required to comply with Article I, Section 24, of the Florida Constitution and with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this Agreement. Chapter 119, Florida Statutes, as amended in the wake of certain terrorist activities, provides for an exemption from public-records requirements for a security-system plan or portion thereof, and provides for an exemption from public-meeting requirements for those portions of any meeting which would reveal a security-system plan, or portion thereof, which is confidential and exempt. All documentation or communications regarding security measures should be treated as confidential "criminal intelligence information," as provided for in the amended Chapter 119. The VENDOR will not disclose any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Section 19. Compliance with Laws and Regulations. In providing all Services pursuant to this Agreement, the VENDOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the VENDOR.

Section 20. Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

Section 21. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY: Polk County Transportation Division
3000 Sheffield Road
Winter Haven, Florida 33880
Attention: Transportation Director

FOR VENDOR: Crowder-Gulf Joint Venture, Inc.
5435 Business Parkway
Theodore, Alabama 36582
Attention: President

Section 22. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

Section 23. Annual Appropriations. VENDOR acknowledges that during any fiscal year the COUNTY shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be

rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the COUNTY's performance and obligation to pay the VENDOR under this Agreement is contingent upon annual appropriations being made for that purpose.

Section 24. Unauthorized Alien(s). The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful VENDOR will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Section 25 Vendor Representations. The VENDOR hereby represents and warrants the following to the COUNTY:

(a) VENDOR is a corporation duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

(b) VENDOR'S performance under this Agreement will not violate or breach any contract or agreement to which the VENDOR is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

(c) VENDOR has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

(d) VENDOR now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

(e) VENDOR has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

(f) VENDOR has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

(g) VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

(h) VENDOR shall, at no additional cost to COUNTY, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

(i) Each individual executing this Agreement on behalf of the VENDOR is authorized to do so

Section 26. Default and Remedy. If the VENDOR materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the VENDOR receives written notice of the default from the COUNTY, then the COUNTY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the VENDOR, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the COUNTY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the COUNTY receives written notice of the default from the VENDOR, then the VENDOR shall have the right to immediately terminate this Agreement by delivering written notice to the COUNTY. Upon any such termination, the COUNTY shall pay the VENDOR the full amount due and owing for all Services performed through the date of Agreement termination.

Section 27. Limitation of Liability. IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

Section 28. Waiver A waiver by either COUNTY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to

any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

Section 29. Attorneys' Fees and Costs. Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

Section 30. Force Majeure. The VENDOR shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the VENDOR shall deliver written notice to the COUNTY describing the event in reasonably sufficient detail and how the event has precluded the VENDOR from performing its obligations hereunder. The VENDOR's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the VENDOR to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the VENDOR shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the VENDOR shall keep the COUNTY duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES SIGNATURES.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

RICHARD WEISS
CLERK OF THE BOARD

BY: Kim Hancock
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

BY: Gloria V. Smith
Chairman
Board of County Commissioners

Date Signed By Chairman 10/11/11 Q.43

Reviewed as to form and legal sufficiency

10/11/11
County Attorney's Office Date

Attest:

By:
Corporate Secretary

J A Dees
[Print Name]

DATE: 9/28/11

SEAL

CROWDER-GULF JOINT VENTURE, INC.,
a Florida corporation

By:

JOHN RAMSAY
[Print Name]

PRESIDENT
[Title]

DATE: 09-28-11

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Alabama COUNTY OF Mobile

The foregoing instruments was acknowledged before me this

9/28/11 By John Ramsay, President

(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this September 28th, 2011

(Date)

Jenny Todd _____ Commission Number _____

(Official Notary Signature and Notary Seal)

Jenny Todd _____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

Alabama State At Large
Notary Public
Jenny Todd
My Commission Expires 6/27/2015

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date) (Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP 11-042 PROJECT NAME: Disaster Debris Removal Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: CROWDER GULF JOINT VENTURE, INC.

Signature	Title	Date
	PRESIDENT	09-28-11

STATE OF: Alabama
COUNTY OF: Mobile

The foregoing instrument was signed and acknowledged before me this 28th day of September, 2011, by John Ramsay (Print or Type Name) who has produced Personally Known (Type of Identification and Number) as identification.

Jenny Todd
Notary Public Signature

Jenny Todd
Printed Name of Notary Public

Alabama State At Large
Notary Public
Jenny Todd
My Commission Expires 6/27/2015

Notary Commission Number/Expiration

EXHIBIT "A"
SCOPE OF SERVICES

It is the intent of this scope for the Contractor to remove, as quickly as possible, all hazards to life and property resulting from the occurrence of a catastrophic or disastrous event in the County. Clean up, demolition, and removal will be task order (notice-to-proceed) specific and limited to "Eligible Debris." The term "Eligible Debris" shall be defined by the County as (1) that debris which the County determines must be removed to eliminate immediate threats to life, public health, and safety; (2) that debris which the County determines must be removed to eliminate immediate threats of significant damage to improved public or private property; and (3) that debris which the County determines must be removed to ensure economic recovery of the affected community.

Specifically the Scope of Services will include the following items:

<u>ELIGIBLE DEBRIS REMOVAL</u>

1. Emergency Road Clearance

   The Contractor shall accomplish the cutting, tossing, and/or pushing of Eligible Debris from the primary transportation routes as identified by and directed by the County. This operational aspect of the scope of services shall be for the first 70 plus or minus) hours after an event.

2. Eligible Debris Removal from Public Rights-of-Way

   As identified by and directed by the County, the Contractor shall accomplish the pick-up and hauling of all Eligible Debris to the designated Temporary Debris Staging and Reduction Sites (individually or collectively, the "TDSRS) from public rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements. The Contractor shall segregate all debris to the extent practical. Clean woody debris, and other natural materials that can be chipped, mulched, burned, and disposed of in some other similar manner shall be collected and handled separately from other debris.

3. Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)

   Should an imminent threat to life, safety, and health to the general public be present on private property or publicly owned property as referenced above, the Contractor as identified to and directed by the County, will accomplish the demolition of structures and the removal and relocation of the designated Eligible Debris to the public rights-of-way. This service shall commence upon receipt by the Contractor from the County the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order, and the physical marking of each structure by the County. This scope of service includes the demolition of structures and the transportation of residual debris to a TDSRS or final disposal site. All identified hazardous waste (to include any hazardous materials) shall be delivered directly to the North Central Landfill (the "NCLF"), 10 Environmental Loop, Winter Haven, Florida. No hazardous waste shall be housed at any TDSRS. The County has determined that it is in the best interest of the health and safety of its citizens to limit the disposal of hazardous waste to the NCLP. The Contractor shall maintain

all debris work sites to appropriate use standards, safety standards, and regulatory requirements.

4. Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the County, the Contractor shall remove all hazardous stumps, as identified by the County, haul each stump to a TDSRS, and backfill each stump hole with compatible material as determined by the County and the Contractor. Each stump shall be inspected by the County and Contractor inspectors and documented as to the appropriate category of size for invoicing. The size of stumps will be calculated by measuring the circumference of the stump at a point two (2) feet above the highest intersecting root from the root ball and then dividing by 3.14 to the 3rd digit, or other method approved by the County and FEMA.

Stumps will be removed if it is in the right-of-way and is 50% uprooted. If removal of the stump creates a hole, the Contractor will back fill the hole. All stumps will be photographed and located on GPS. Stumps removed from right-of-way will be billed out on a "per each" basis. Any stump brought to the curb by a landowner will be hauled and billed on a "per cubic yard" basis.

The removal of hazardous stumps 24 inches and smaller in diameter will be treated as normal debris and paid based on the FEMA stump Conversion Table (see Attachment "A" FEMA DAP9523.11).

All work performed under this section must adhere to requirements noted in 44 Code of Federal Regulations (CFR).

5. Leaning Trees / Hanging Limbs (Trimming, cutting, felling)

As directed by the County, the Contractor shall remove hazardous leaning trees and hanging limbs that pose a threat to life, public health, safety, and/or improved public property. . Hazardous trees will be measured at 4.5 feet above the ground and hazardous hangers will be measured at the point of breakage. The removal of hazardous hangers will be compensated on a per tree rate and all hazardous hangers in a tree must be removed by the Contractor.

Each tree and limb shall then be placed in safest location along the right-of-way where the debris resulting from this scope of services shall be removed utilizing the scope of services Item 2: Debris Removal from Public Rights-of-Way.

6. Temporary Debris Staging and Reduction Sites (TDSRS)

Immediately after execution of the Disaster Debris Removal Services contract, the Contractor and the County will jointly develop a list of the alternative temporary sites for debris management. The parties shall annually thereafter review and confirm the acceptable locations stated on the resulting TDSRS list. The Contractor will be responsible for collecting and testing appropriate environmental samples prior to beginning operations at each TDSRS location. The Contractor will thoroughly video tape and/or photograph each TDSRS site before any debris management activities begin, and will thereafter periodically update video and photographic documentation to track site evolution.

The Contractor will operate and manage each TDSRS to accept and process all Eligible Debris. The Contractor shall be responsible for any land lease obligations that arise in relation to a TDSRS. The Contractor shall be responsible for any and all necessary site preparation, to include but not limited, to the following: any site work and materials necessary to build and maintain stabilized roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements including, but not be limited, to wind-born debris control fencing, silt fencing, or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The Contractor shall provide and maintain portable and sanitary facilities and fresh water at each TDSRS Inspection Station.

All hazardous waste shall be delivered directly to the North Central Landfill, 10 Environmental Loop, Winter Haven, Florida. No hazardous waste shall be housed at any TDSRS.

The inspection of every load, in and out, is further defined in the "Other Operational Considerations" section below. Processing may include, but is not limited, to reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods, and hazardous wastes. The Contractor shall be responsible for the transporting and removing of all materials not requiring landfilling. All debris requiring landfilling shall be transported to the designated landfill facility, unless otherwise directed by the County. The Contractor shall provide the necessary equipment at the landfill site or otherwise assist with any off-loading of debris.

All processing activities shall be conducted in compliance with all federal, state, and local rules and regulations. It shall be the responsibility of the Contractor to obtain and pay for all permits required to construct, operate, maintain, close, and reclaim the TDSRS debris-processing sites. The Contractor shall maintain each TDSRS site in accordance with all local, state, and federal rules and regulations including at a minimum, erosion control, stormwater management, and fire control, rodent and insect control, animal control in general, noise abatement, odor control, and other site management and site maintenance. The Contractor shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site.

The Contractor shall not transport hazardous waste or any hazardous materials to a TDSRS or to any other sites that are not specifically authorized to accept such waste or materials. The Contractor shall be responsible for proper handling and storage of any hazardous waste or hazardous materials brought to the TDSRS. The Contractor shall designate a suitable area at each TDSRS to accommodate all hazardous waste or hazardous materials that the Contractor or a third party may inadvertently bring to a TDSRS. The designated area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

The Contractor shall conduct all required testing at the TDSRS, as required by Federal, State, and Local laws, standards, regulations, and operating permits. All guidelines in the latest edition of FEMA's Public Assistance Debris Management Guidelines shall be followed and complied with in the establishment, operation of, and closing of the TDSRS.

The Contractor shall ensure that TDSRS site reclamation shall be accomplished in accordance with all Federal, State, and Local laws, standards, and regulations. The Contractor shall restore the TDSRS to its pre-use condition which may require, among other matters removal of all remaining equipment and debris, grading the site to historical conditions, seeding and mulching of the exposed areas, and performing other work the County deems necessary to restore the site to such condition.

The Contractor's liability to the County for any environmental contamination of the TDSRS (to include adversely affected surrounding areas) shall remain in place after all TDSRS site reclamation services have been completed. The Contractor shall be liable and shall remain liable for any required clean up and necessary remediation of the TDSRS and adversely affected surrounding areas after the expiration or early termination of the Disaster Debris Removal Services contract with the County.

If it becomes necessary to have scales at the TDSRS, the Contractor's reasonable costs to obtain the required scales will be a reimbursable expense.

7. Disaster Event Generated Hazardous Wastes Abatement

The Contractor shall abate all hazardous waste (to include any hazardous materials) identified by the County in accordance with all applicable Federal, State, and Local laws, standards, and regulations to include, but not be limited to, 29 CFR 1910.120, 40 CFR 311, and 49 CFR 100-199.

8. Disaster Event Generated Biohazardous Wastes Abatement

The Contractor shall abate all biohazardous waste identified by the County in accordance with all applicable Federal, State, and Local laws, standards, and regulations.

9. Dead Animal Collection, Transportation, and Disposal

The Contractor shall collect, transport, and dispose of dead livestock, poultry, and large animals (deer, wild pigs, exotic species, etc.). Disposal will be accomplished in any permissible manner consistent with Federal, State, and County laws, rules, and regulations. The collection, transportation, and disposal of small domestic pets are the responsibility of the County.

10. Electronic Communications

The Contractor shall provide the County, in the event that normal communication (power, telephone, radio, cell phones, etc.) is unavailable, with SAT-COM (Satellite radio's, telephones, etc.) or a reliable electronic system of communication as follows:

1 (one) each with Contractor representative
1 (one) per crew
1 (one) at each disposal site

OTHER OPERATIONAL CONSIDERATIONS

1. Documentation and Inspections

All storm debris shall be subject to inspection by the County or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state, and Federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The Contractor and the County will each have personnel in place at each TDSRS to verify the contents (cubic yards or tons) of the vehicles entering the TDSRS. Records will be maintained via load tickets of every vehicle entering the TDSRS, its cubic yardage or tonnage and verification of the vehicle leaving the TDSRS to ensure that it is in fact empty. The Contractor and the County will monitor the material to determine that it in fact consists of Eligible Debris. The Contractor and the County will have personnel in place at the pick up site to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the Contractor and the County will establish and record the certified cubic yards capacity and will inspect each haul truck. The Contractor will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The Contractor will assist the County in preparation of Federal (FEMA, FHWA, etc.) and State reports for any potential reimbursement through the training of County employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA, and other applicable State and Federal Agencies to insure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies. The Contractor will be required to videotape each load received at each TDSRS or to be taken to a disposition site which will result in a claim for reimbursement or payment. The videotaping will be performed to clearly show the transport vehicles identification number and the contents of the vehicle.

2. Priority of Work Areas

The County will establish in advance the priority of and shall approve each work area in which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all Eligible Debris from the approved work areas and shall leave the areas from which the Eligible Debris is removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a work area is in a clean and neat condition will be at the reasonable judgment of the County.

The County reserves the right to task the Contractor with providing separate crews for collection on FHWA-ER eligible secondary roads. (See Attachment "B").

3. Working Hours

All activity associated with gathering and loading of Eligible Debris shall be performed during visible daylight hours only. Hauling of Eligible Debris to a TDSRS will only be allowed during visible daylight hours between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the

parties that at each TDSRS debris reduction may occur twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe. Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

4. Debris Disposal

The Contractor shall process, recycle, and dispose of all Eligible Debris, reduced Eligible Debris, ash residue, and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards, and regulations. Final disposition locations shall be at the discretion of the Contractor with prior acceptance by the County, except for those materials to be landfilled as determined by the County. Debris to be landfilled will be at the County's designated landfill facility or as directed by the County. The Contractor and County inspectors assigned to the disposition process shall maintain disposition and disposal records and documentation. Documentation shall be quantified in Cubic Yards or tons. The Contractor must provide five part load tickets.

5. White Goods

The Contractor may expect to encounter "white goods" available for disposal. For purposes of the contract "white goods" will be those goods that constitute "household appliances" as defined in the Florida Administrative Code. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the Contractor in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods, as this cost of work is included in the cubic yard unit price for debris removal.

6. Multiple Schedule Pass

The Contractor shall make multiple scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens and the County to return to their properties and bring debris to the right-of –way as recovery progresses. The number and schedule of passes shall be determined through County/Contractor consultation. It is the County's intent that the Contractor will make as many passes as the County may direct to complete the removal and lawful disposal of all natural disaster generated Eligible Debris.

7. Certification of Load Carrying Capacity

The Contractor shall submit to the County certification indicating the type of vehicle, make, model, license plate number, Contractor equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurement performed by the County. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive numbers for the County. Photo documentation may be required at the County's discretion.

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulation, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be remeasured and remarked. All extensions to the bed are subject to acceptance or rejection by the County. The Contractor shall conform to the F.S. 316.520 which covers the tarping of loads. Damaged extensions are subject to immediate disqualification by authorized County personnel.

8. Traffic Control

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practicable. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including each TDSRS. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all Federal, State, and local laws, regulations, and ordinances governing personnel, equipment, and workplace.

9. Recycled Materials Documentation

The Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, the location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. Contractor shall provide the value of the salvaged or recycled material back to the County as a reimbursement or credit so that the County can provide the reimbursement or credit back to FEMA, as required by FEMA. Value of the material will be defined as the value of the material as paid to the Contractor by the entity accepting the material for salvage or recycling.

10. Coordination with Recovery Operation's Center

The Contractor shall be required to provide current/up-to-date field condition information to the County's EOC-Recovery Operation's Center.

11. Contractor Required Submittals and Tasks with Timeframes from Contract NTP if Pre-Event Awarded Contract

Contractor site visit of County TDSRS	30 Days
Aerial Markups of TDSRS with Site Layouts	60 Days
Load Tickets with Use Procedure	30 Days
Contractor's Load Ticket Accounting Software	30 Days
Contractor Debris Separation Requirements/Procedures	30 Days

Column I Item No.	Column II Description	Column III UoM	Column IV Unit Price	Column V UoM	Column VI Unit Price
	Level 1: 0 - 50,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY	$7.80	TN	$74.00
1	B. Over 20 miles	CY	$8.80	TN	$84.00
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY	$12.00	TN	$100.00
2	B. Over 20 miles	CY	$14.00	TN	$105.00
	Site management and processing of debris at TDSRS				
	A. Grinding	CY	$2.75	TN	$27.00
3	B. Burning	CY	$2.00	TN	$20.00
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	CY	$20.00	TN	$100.00
	B. 13" - 24.99" diameter tree	CY	$20.00	TN	$100.00
	C. 25" - 36.99 diameter tree	CY	$20.00	TN	$100.00
	D. 37" - 48.99" diameter tree	CY	$20.00	TN	$80.00
	E. 49" and greater diameter tree	CY	$20.00	TN	$80.00
4	F. Removal of all hanging limbs per tree	CY	$50.00	TN	$100.00
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY	$3.80	TN	$26.00
5	B. Over 40 miles	CY	Note 1	TN	Note 1
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA	$200.00		
	B. 37" - 48.99" diameter	EA	$250.00		
6	C. 49" and greater diameter	EA	$300.00		
7	Dead animal collection, transportation, and disposal	LB	$0.50		
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$4.00		
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$4.00		
	Level 2: 50,000 - 200,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY	$7.80	TN	$78.00
1	B. Over 20 miles	CY	$8.80	TN	$88.00
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY	$12.00	TN	$100.00
2	B. Over 20 miles	CY	$14.00	TN	$105.00
	Site management and processing of debris at TDSRS				
	A. Grinding	CY	$2.75	TN	$27.00
3	B. Burning	CY	$2.00	TN	$20.00
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	CY	$20.00	TN	$100.00
	B. 13" - 24.99" diameter tree	CY	$20.00	TN	$100.00

Note 1: For mileage over 40 miles CrowderGulf will charge the price stated in 5A above plus $0.11/CY/mile and $0.25/Ton/mile for all miles in excess of 40 miles. It would be difficult to arrive at a fair cost both for the County and CrowderGulf when you have no limit on mileage over 40.1 miles.

Exhibit "B"

	C. 25" - 36.99 diameter tree	CY	$20.00	TN	$80.00
	D. 37" - 48.99" diameter tree	CY	$20.00	TN	$80.00
	E. 49" and greater diameter tree	CY	$20.00	TN	$80.00
4	F. Removal of all hanging limbs per tree	CY	$50.00	TN	$100.00
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY	$3.50	TN	$26.00
5	B. Over 40 miles	CY	Note 1	TN	Note 1
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA	$180.00		
	B. 37" - 48.99" diameter	EA	$240.00		
6	C. 49" and greater diameter	EA	$290.00		
7	Dead animal collection, transportation, and disposal	LB	$0.50		
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$4.00		
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$4.00		
	Level 3: Greater than 200,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY	$7.80	TN	$78.00
1	B. Over 20 miles	CY	$8.80	TN	$88.00
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY	$12.00	TN	$100.00
2	B. Over 20 miles	CY	$14.00	TN	$105.00
	Site management and processing of debris at TDSRS				
	A. Grinding	CY	$2.75	TN	$27.00
3	B. Burning	CY	$2.00	TN	$20.00
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	CY	$20.00	TN	$100.00
	B. 13" - 24.99" diameter tree	CY	$20.00	TN	$100.00
	C. 25" - 36.99 diameter tree	CY	$20.00	TN	$80.00
	D. 37" - 48.99" diameter tree	CY	$20.00	TN	$80.00
	E. 49" and greater diameter tree	CY	$20.00	TN	$80.00
4	F. Removal of all hanging limbs per tree	CY	$50.00	TN	$100.00
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY	$3.50	TN	$35.00
5	B. Over 40 miles	CY	Note 1	TN	Note 1
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA	$180.00		
	B. 37" - 48.99" diameter	EA	$240.00		
6	C. 49" and greater diameter	EA	$290.00		
7	Dead animal collection, transportation, and disposal	LB	$0.50		
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$4.00		
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$4.00		

Note 1: For mileage over 40 miles CrowderGulf will charge the price stated in 5A above plus $0.11/CY/mile and $0.25/Ton/mile for all miles in excess of 40 miles. It would be difficult to arrive at a fair cost both for the County and CrowderGulf when you have no limit on mileage over 40.1 miles.

Hourly Labor and Equipment Price Schedule

Equipment Type With Operator	Hours	Hourly Labor Rate	Total
Air Curtain Burner, Self-Contained System	70	$40.00	$2,800.00
Bobcat Loader	140	$60.00	$8,400.00
50' Bucket Truck	140	$125.00	$17,500.00
Crash Truck with Impact Attenuator	70	$50.00	$3,500.00
Dozer, Tracked, D3 or Equivalent	70	$70.00	$4,900.00
Dozer, Tracked, D4 or Equivalent	70	$70.00	$4,900.00
Dozer, Tracked, D5 or Equivalent	70	$120.00	$8,400.00
Dozer, Tracked, D8 or Equivalent	70	$170.00	$11,900.00
Dump Truck, 16 +/- CY	70	$63.00	$4,410.00
Dump Truck, 20 +/- CY	70	$67.00	$4,690.00
Dump Truck, 38 +/- CY	70	$72.00	$5,040.00
Generator, 5.5 kW, List kW Capacity	70	$9.00	$630.00
Generator, 200 kW, List kW Capacity	140	$22.00	$3,080.00
Generator, 2,500 kW, List kW Capacity	140	$180.00	$25,200.00
Light Plant with Fuel and Support	140	$19.00	$2,660.00
Grader with 12' Blade	70	$100.00	$7,000.00
Hydraulic Excavator, 1.5 CY	70	$110.00	$7,700.00
Hydraulic Excavator, 2.5 CY	140	$120.00	$16,800.00
Knuckleboom Loader	140	$110.00	$15,400.00
Lowboy Trailer with Tractor	70	$90.00	$6,300.00
Mobile Crane up to 15 Ton	70	$125.00	$8,750.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	140	$70.00	$9,800.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	140	$104.00	$14,560.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	140	$135.00	$18,900.00
Vac Truck (Mist Capacity), List Capacity	210	$110.00	$23,100.00
Pickup Truck, 1 Ton	70	$30.00	$2,100.00

2011 CrowderGulf Pricing for Polk County, FL

Equipment Type With Operator	Hours	Hourly Labor Rate	Total
Skid-Steer Loader, 1,000 LB Capacity	70	$50.00	$3,500.00
Skid-Steer Loader, 2,000 LB Capacity	70	$60.00	$4,200.00
Tub Grinder, 800–1,000 HP	70	$500.00	$35,000.00
Truck, Flatbed	70	$50.00	$3,500.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 FT Lift	70	$22.00	$1,540.00
Water Truck, 2500 Gallon (Non-Potable, Dust Control and Pavement Maintenance)	140	$70.00	$9,800.00
Wheel Loader, 3 CY, 152 HP	70	$110.00	$7,700.00
Wheel Loader, 4.0 CY, 200 HP	70	$120.00	$8,400.00
Wheel Loader-Backhoe, 1.5 CY, 95 HP	70	$60.00	$4,200.00
Other – Please List			

Labor Category	Hours	Hourly Labor Rate	Hourly Labor Rate
Operations Manager with Cell Phone and .5 Ton Pickup	70	$60.00	$4,200.00
Crew Foreman with Cell Phone and 1 Ton Equipment Truck with Small Tools and Miscellaneous Supplies in Support of Crew	140	$45.00	$6,300.00
Tree Climber/Chainsaw and Gear	210	$90.00	$18,900.00
Laborer with Chain Saw	210	$32.00	$6,720.00
Laborer with Small Tools, Traffic Control, or Flagperson	210	$28.00	$5,880.00
Bonded and Certified Security Personnel	70	$38.00	$2,660.00
Other – Please List			

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

		Single Side	Double Sided
A.	Regular Copying		
	Letter size documents	$ 0.10/page	$ 0.15/sheet
	Legal Size documents	$ 0.10/page	$ 0.15/sheet
	11" X 17" documents	$ 0.15/page	$ 0.20/sheet
	14" X 18" documents	$ 0.25/page	$ 0.30/sheet
	Other Sizes		$ 0.15/sq. ft.
	Color Reproductions, all sizes		$ 1.00/page
B.	Plotter Prints – Paper (B/W Color)		
	Letter Size		$ 1.00/page
	Legal Size		$ 1.50/page
	11" X 17"		$ 2.00/page
	24" X 36"		$ 6.00/page
	Other Sizes		$ 1.00/sq. ft.
C.	Plotter Prints – Mylar		
	Letter Size		$ 3.00/page
	Legal Size		$ 4.50/page
	11" X 17"		$ 6.00/page
	24" X 36"		$18.00/page
	Other Sizes		$ 3.00/sq. ft.
D.	Plotter Prints – Vellum		
	Letter Size		$ 2.00/page
	Legal Size		$ 3.00/page
	11" X 17"		$ 4.00/page
	24" X 36"		$12.00/page
	Other Sizes		$ 2.00/sq. ft.
E.	Blueline Prints 24"X36"		$ 1.00/sheet
	Blueline Prints, other sizes		$ 0.15/sq. ft.
F.	Reproduction Mylar		$ 1.00/sq. ft.
	Reproduction – Presentation Dizao paper		$ 1.00/sq. ft.

2. Facsimile (FAX) Costs

A. Local	Non-reimbursable
B. Non-Local	$ 0.50/page

3. Subcontractor Services — Actual Costs

4. Special Consultants — Actual costs

Rev 1/13/98

5.	Telecommunications	
	A. Local	Non-reimbursable
	B. Non-Local	Actual Costs
6.	Computer Services	Non-reimbursable
7.	Travel Expenses	In accordance with Chapter 112.061, F.S.
8.	Postage, Fed Express, UPS	Actual Costs
9.	Computer Disk Copies, CD Rom, Tapes	Actual Costs
10.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

THE GRAY INSURANCE COMPANY

CERTIFICATE OF INSURANCE

NO. 170 REVISED

CERTIFICATE HOLDER

Polk County a political subdivision of the State of Florida
Purchasing
2470 Clower Lane
Bartow, FL 33830

NAMED INSURED

CrowderGulf Joint Venture
5435 Business Parkway
Theodore, AL 36582-1675

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies listed thereon.

CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
	WORKERS' COMPENSATION & EMPLOYERS LIABILITY	XSWC-070693	09/01/2011 09/01/2014		
[X] YES [ ] NO	U.S. Longshoremen's and Harbor Workers' Compensation Act Coverage			WORKERS COMPENSATION	Statutory
[X] YES [ ] NO	Outer Continental Shelf Land Act			EMPLOYERS LIABILITY	
[X] YES [ ] NO	Jones Act (including Transportation, Wages, Maintenance, and Cure), Death on the High Seas Act & General Maritime Law			Each Accident	$ 1,000,000
				Disease - Policy Limit	$ 1,000,000
				Disease - Each Employee	$ 1,000,000
[X] YES [ ] NO	Voluntary Compensation Endorsement				
[X] YES [ ] NO	Other States Insurance			MARITIME EMPLOYERS LIABILITY	$ 1,000,000
[X] YES [ ] NO	Alternate Employer/Borrowed Servant Endorsement				
[X] YES [ ] NO	"In Rem" Endorsement				
[X] YES [ ] NO	Gulf of Mexico Territorial Extension				
	GENERAL LIABILITY Form & Edition Date ISO CG 00 01 11/88	XSGL-073372	09/01/2011 09/01/2014		
[X] YES [ ] NO	Broad Form Property Damage Liability including X, C, U			General Aggregate	Unlimited
				Products-Comp/OPS Agg.	$ 3,000,000
[X] YES [ ] NO	General Aggregate applies per project or equivalent			Personal & Advertising Injury	$ 1,000,000
[X] YES [ ] NO	Products/Completed Operations			Each Occurrence	$ 1,000,000
[X] YES [ ] NO	Contractual Liability			Fire Damage (Any one fire)	$ 50,000
[X] YES [ ] NO	Sudden and Accidental Pollution Liability				
[X] YES [ ] NO	Occurrence Form			Medical Expense (Any one person)	$ 5,000
[X] YES [ ] NO	Personal Injury				
[X] YES [ ] NO	"In Rem" Endorsement				
[X] YES [ ] NO	Cross Liability				
[X] YES [ ] NO	Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment				

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CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
	AUTOMOBILE LIABILITY	XSAL-074069	09/01/2011 09/01/2014	
[X] YES [ ] NO	Any Auto			Bodily Injury & Property Damage Combined $ 1,000.000
[X] YES [ ] NO	All Owned Autos			
[X] YES [ ] NO	Hired Autos			
[X] YES [ ] NO	Non-Owned Autos			
	EXCESS LIABILITY	GXS-042659	09/01/2011 09/01/2012	
[X] YES [ ] NO	Excess Form			Each Occurrence $4,000,000 Aggregate $4,000,000

JOB OR PROJECT DESCRIPTION
Disaster Debris Removal Services

SPECIAL CONDITIONS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and non contributory to any other insurance polices maintained by the certificate holder. if required by written contract.

Should the insurance herein described be cancelled, assigned or changed in such a manner as to affect this certificate, THE GRAY INSURANCE COMPANY will endeavor to give thirty (30) days written notice to the certificate holder, but failure to do so shall impose no obligation or liability upon THE GRAY INSURANCE COMPANY.

John S Giordano

THE GRAY INSURANCE COMPANY
3601 N I-10 Service Road West, Metairie, LA 70002

DATE: 10/06/2011

FORM NO.135 REV. 12/30/2010

DISASTER DEBRIS REMOVAL SERVICES AGREEMENT #11-102

THIS DISASTER DEBRIS REMOVAL SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) between POLK COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as COUNTY and Omni Pinnacle, LLC, a Foreign Limited Liability Company, headquartered at 90 Glen Court, Pearl River, Louisiana 70452 hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is 30-0305755.

WHEREAS, the COUNTY desires to retain the services of a competent and qualified vendor to provide disaster debris removal services; and

WHEREAS, the COUNTY has solicited for these services via an advertised request for proposals and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the COUNTY intends to engage the VENDOR to provide it the disaster debris removal services; and

WHEREAS, the VENDOR remains agreeable to providing the COUNTY the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the VENDOR agree, as follows:

Section 1. Term

(a) This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

(b) The initial term of this Agreement shall be for two (2) years commencing upon the Effective Date and remaining in force and effect unless otherwise terminated as provided herein.

(c) The COUNTY shall have the option of extending the term of the Agreement for two (2) one (1) year terms upon the same terms and conditions as the initial term by delivering

written notice to the VENDOR not less than thirty (30) days prior to the expiration of the initial term or the initial extended term, whichever shall be applicable.

Section 2. Services.

(a) The COUNTY does hereby retain the VENDOR to furnish those services and to perform those tasks (collectively, the "Services") as further described in the COUNTY's Request for Proposals RFP #11-042, to include all attachments and addenda, and in the VENDOR's responsive proposal thereto (collectively, "RFP 11-042"), all of which are incorporated into this Agreement by this reference. A complete copy of the Scope of Services section of RFP 11-042 is attached as Exhibit "A" and made a part of this Agreement.

(b) VENDOR shall perform the Services described in the Scope of Services section of RFP 11-042, as those Services may be further specifically designated and authorized by the COUNTY in a separate writing the COUNTY will deliver to the VENDOR prior to the VENDOR's commencement of the Services required in association with the COUNTY's clean-up and recovery from a particular disaster.

(c) The VENDOR is not authorized to undertake and provide any of the Services to the COUNTY without first receiving a separate written authorization from the COUNTY specifying the Services to be performed. The VENDOR acknowledges and confirms that the COUNTY has engaged a primary vendor and a secondary vendor to provide the Services described in RFP 11-042 and that the COUNTY shall give first preference to the primary vendor and second preference to the secondary vendor when assigning the Services to be provided in association with the COUNTY's clean-up and recovery from a particular disaster. The VENDOR confirms its understanding and agreement that the COUNTY will only authorize the VENDOR to perform Services for the COUNTY when the COUNTY determines in its sole and absolute discretion that both the primary vendor and the secondary vendor are unable to timely perform the Services.

Section 3. Compensation.

(a) In consideration of its providing the Services, the COUNTY shall pay the VENDOR a fee determined in accordance with the Compensation Schedule which is attached as Exhibit "B" and made a part of this Agreement. The Compensation Schedule identifies all job classifications of those who may perform billable services pursuant to this Agreement and the

associated amount the COUNTY will pay the VENDOR for Services performed by those in each job classification. The COUNTY is not obligated to pay VENDOR a fee for any work performed or Service provided by personnel whose job classifications are not listed on the Compensation Schedule.

(b) General

(1) The VENDOR's invoices for Services performed must reference the applicable contract number and purchase order number and must be submitted on an invoice form approved by the County Auditor.

(2) Each individual invoice shall be due and payable forty-five (45) days after the date the COUNTY receives a correct, fully documented invoice in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Transportation Division
3000 Sheffield Road
Winter Haven, Florida 33880

(3) In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR'S final/last billing for Services rendered to the COUNTY pursuant to the Agreement. The VENDOR's submission of a Final Invoice is the VENDOR's certification to the COUNTY that all Services have been properly performed and all charges and costs have been invoiced to the COUNTY. Upon the COUNTY's receipt of a Final Invoice, the COUNTY's particular account pertaining to this Agreement will be closed and any further charges not properly included on the Final Invoice are waived by the VENDOR.

(4) Payment of the Final Invoice shall not constitute evidence of the COUNTY's acceptance of the VENDOR's work or of the VENDOR's performance of any Service.

(5) All VENDOR's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by COUNTY and, if so requested, shall be furnished by VENDOR to the COUNTY Auditor's satisfaction.

(6) The VENDOR's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements stated in each invoice.

(c) Reimbursable

(1) All VENDOR's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as Exhibit "C" and made a part of this Agreement. The VENDOR's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the COUNTY's Auditor. To qualify for reimbursement, the VENDOR's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

Section 4. Vendor's Responsibilities

(a) The VENDOR shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

(b) The COUNTY's review, approval, acceptance, or payment for any of the VENDOR's Services shall not be construed to: (i) operate as a waiver of any rights the COUNTY possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the VENDOR's performance or nonperformance of this Agreement. The VENDOR shall be and will always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the VENDOR's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

Section 5. Ownership of Documents. All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the VENDOR's performance of the Services pursuant to this Agreement shall become the property of the COUNTY after final payment is made to the VENDOR for the Services.

Section 6. Termination.

(a) The COUNTY may terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the VENDOR to fulfill its

obligations under this Agreement, by delivering written notice to the VENDOR. Upon receipt of such notice, the VENDOR shall:

(1) Immediately discontinue all affected Services unless the notice directs otherwise, and

(2) Deliver to the COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the VENDOR in performing this Agreement, whether completed or in process.

(b) Unless in dispute or subject to the COUNTY's right of set-off or other remedy, the VENDOR shall be paid for Services actually rendered to the date of termination.

(c) The rights and remedies of the COUNTY provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 7. No Contingent Fees. The VENDOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the VENDOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 8. Assignment. The VENDOR shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the COUNTY, which consent may be withheld in the COUNTY's exercise of its reasonable discretion.

Section 9. Subcontractors. If the VENDOR requires the assistance of any subcontractors or other professional associates in connection with its providing the Services, the VENDOR must obtain the prior express written approval of the COUNTY, which the COUNTY may withhold in its discretion, before any such subcontractor or professional associate may

perform any work for the COUNTY. If after obtaining the COUNTY's approval the VENDOR utilizes any subcontractors or other professional associates in the delivery of the Services, then the VENDOR shall remain solely and fully liable to the COUNTY for the performance or nonperformance of all such subcontractors or other professional associates. The failure of a subcontractor or other professional associate to timely or properly perform any of its obligations to the VENDOR shall not relieve the VENDOR of its obligations to the COUNTY under this Agreement.

Section 10. Indemnification of County. VENDOR, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents harmless from, and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (1) the failure of VENDOR to comply with applicable laws, rules or regulations, (ii) the breach by VENDOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of VENDOR's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of VENDOR, its sub-contractors, agents, and employees, provided, however, that VENDOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising out of the COUNTY's sole negligence.

Section 11. Insurance Requirements. The VENDOR shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The VENDOR shall provide the COUNTY original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. The COUNTY shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best

rating of at least the "A" category and size category of VIII. The VENDOR's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the COUNTY. The County requires 10 days written notice of non-payment. In the event of any failure by the VENDOR to comply with the provisions of this Section 11, the COUNTY may, at its option, upon notice to the VENDOR suspend VENDOR's performance of the Services for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the VENDOR's expense, provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, the VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $2,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $4,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The VENDOR shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Section 12. Public Entity Crimes

The VENDOR understands and acknowledges that this Agreement will be void in the event the conditions stated in Section 287.133, Florida Statutes, relating to conviction for a public entity crime apply to the VENDOR.

Section 13. Non-Discrimination

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

Section 14. County and Vendor Representation

(a) The parties recognize that questions regarding the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the VENDOR, shall designate and shall advise the VENDOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated COUNTY representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the Services to be provided pursuant to this Agreement.

(b) The VENDOR shall at all times during the normal work week designate or appoint one or more VENDOR representatives who are authorized to act on behalf of and to bind the VENDOR regarding all matters involving the conduct of its performance pursuant to this Agreement. The VENDOR shall keep the COUNTY continually and effectively advised of VENDOR's designated representatives.

Section 15. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 16. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

Section 17. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the VENDOR (including its officers, employees, and agents) as the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The VENDOR is to be and shall remain forever in independent contractor with respect to all Services performed under this Agreement. The VENDOR shall not pledge the COUNTY's credit or make the COUNTY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness, and the VENDOR shall have no right to speak for or bind the COUNTY in any manner.

Section 18. Public Records Law. The VENDOR acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution, and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The VENDOR acknowledges that the COUNTY is required to comply with Article I, Section 24, of the Florida Constitution and with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this Agreement. Chapter 119, Florida Statutes, as amended in the wake of certain terrorist activities, provides for an exemption from public-records requirements for a security-system plan or portion thereof, and provides for an exemption from public-meeting requirements for those portions of any meeting which would reveal a security-system plan, or portion thereof, which is confidential and exempt. All documentation or communications regarding security measures should be treated as confidential "criminal intelligence information," as provided for in the amended Chapter 119. The VENDOR will not disclose any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Section 19. Compliance with Laws and Regulations. In providing all Services pursuant to this Agreement, the VENDOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations

shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the VENDOR.

Section 20. Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

Section 21. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY: Polk County Transportation Division
3000 Sheffield Road
Winter Haven, Florida 33880
Attention: Transportation Director

FOR VENDOR: Omni Pinnacle, LLC
90 Glen Court
Pearl river, Louisiana 70452
Attention: President

Section 22. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

Section 23. Annual Appropriations. VENDOR acknowledges that during any fiscal year the COUNTY shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the COUNTY's performance and obligation to pay the VENDOR under this Agreement is contingent upon annual appropriations being made for that purpose.

Section 24. Unauthorized Alien(s). The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful VENDOR will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Section 25 Vendor Representations. The VENDOR hereby represents and warrants the following to the COUNTY:

(a) VENDOR is a corporation duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

(b) VENDOR'S performance under this Agreement will not violate or breach any contract or agreement to which the VENDOR is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

(c) VENDOR has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

(d) VENDOR now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

(e) VENDOR has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

(f) VENDOR has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

(g) VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

(h) VENDOR shall, at no additional cost to COUNTY, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

(i) Each individual executing this Agreement on behalf of the VENDOR is authorized to do so

Section 26. Default and Remedy. If the VENDOR materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the VENDOR receives written notice of the default from the COUNTY, then the COUNTY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the VENDOR, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the COUNTY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the COUNTY receives written notice of the default from the VENDOR, then the VENDOR shall have the right to immediately terminate this Agreement by delivering written notice to the COUNTY. Upon any such termination, the COUNTY shall pay the VENDOR the full amount due and owing for all Services performed through the date of Agreement termination.

Section 27. Limitation of Liability. IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE,

INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

Section 28. Waiver A waiver by either COUNTY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

Section 29. Attorneys' Fees and Costs. Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

Section 30. Force Majeure. The VENDOR shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the VENDOR shall deliver written notice to the COUNTY describing the event in reasonably sufficient detail and how the event has precluded the VENDOR from performing its obligations hereunder. The VENDOR's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the VENDOR to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the VENDOR shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the

VENDOR shall keep the COUNTY duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES SIGNATURES.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

RICHARD WEISS
CLERK OF THE BOARD

BY: Kim Hancock
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

BY: Edwin V. Smith
Chairman
Board of County Commissioners

Date Signed By Chairman 10/11/11 Q.43

Reviewed as to form and legal sufficiency

10/11/11
County Attorney's Office Date

Attest:

By:
Corporate Secretary

David Miceli
[Print Name]

DATE: September 27, 2011

SEAL

OMNI PINNACLE, LLC
a Foreign Limited Liability Company

By:

Brian Reine
[Print Name]

Manager
[Title]

DATE: September 27, 2011

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF Louisiana COUNTY OF ST TAMMANY

The foregoing instrument was acknowledged before me this

9/27/11 By Brian Reine

(Date) (Name of acknowledging partner or agent)

on behalf of Omni Pinnacle, LLC a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced LA Driver License as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this 9/27/11

(Date)

_____ Commission Number #41829

(Official Notary Signature and Notary Seal)

Darlene Y Hudson Commission Expiration Date _____

Darlene Y Hudson
Notary Public, St. Tammany Parish, LA
#41829 Commissioned for Life

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP 11-042 PROJECT NAME: Disaster Debris Removal Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Omni Pinnacle LLC

Signature	Title	Date
	Manager	9/27/11

STATE OF: Louisiana
COUNTY OF: ST TAMMANY

The foregoing instrument was signed and acknowledged before me this 27th day of Sept, 20 11, by Brian Reine who has produced
(Print or Type Name)

LA Drivers License as identification.
(Type of Identification and Number)

Notary Public Signature

Darlene Y Hudson
Printed Name of Notary Public

Darlene Y Hudson
Notary Public, St. Tammany Parish, LA
#41829 Commissioned for Life

#41829
Notary Commission Number/Expiration

EXHIBIT "A"
SCOPE OF SERVICES

It is the intent of this scope for the Contractor to remove, as quickly as possible, all hazards to life and property resulting from the occurrence of a catastrophic or disastrous event in the County. Clean up, demolition, and removal will be task order (notice-to-proceed) specific and limited to "Eligible Debris." The term "Eligible Debris" shall be defined by the County as (1) that debris which the County determines must be removed to eliminate immediate threats to life, public health, and safety; (2) that debris which the County determines must be removed to eliminate immediate threats of significant damage to improved public or private property; and (3) that debris which the County determines must be removed to ensure economic recovery of the affected community.

Specifically the Scope of Services will include the following items:

<u>ELIGIBLE DEBRIS REMOVAL</u>

1. Emergency Road Clearance

   The Contractor shall accomplish the cutting, tossing, and/or pushing of Eligible Debris from the primary transportation routes as identified by and directed by the County. This operational aspect of the scope of services shall be for the first 70 plus or minus) hours after an event.

2. Eligible Debris Removal from Public Rights-of-Way

   As identified by and directed by the County, the Contractor shall accomplish the pick-up and hauling of all Eligible Debris to the designated Temporary Debris Staging and Reduction Sites (individually or collectively, the "TDSRS) from public rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements. The Contractor shall segregate all debris to the extent practical. Clean woody debris, and other natural materials that can be chipped, mulched, burned, and disposed of in some other similar manner shall be collected and handled separately from other debris.

3. Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)

   Should an imminent threat to life, safety, and health to the general public be present on private property or publicly owned property as referenced above, the Contractor as identified to and directed by the County, will accomplish the demolition of structures and the removal and relocation of the designated Eligible Debris to the public rights-of-way. This service shall commence upon receipt by the Contractor from the County the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order, and the physical marking of each structure by the County. This scope of service includes the demolition of structures and the transportation of residual debris to a TDSRS or final disposal site. All identified hazardous waste (to include any hazardous materials) shall be delivered directly to the North Central Landfill (the "NCLF"), 10 Environmental Loop, Winter Haven, Florida. No hazardous waste shall be housed at any TDSRS. The County has determined that it is in the best interest of the health and safety of its citizens to limit the disposal of hazardous waste to the NCLP. The Contractor shall maintain

all debris work sites to appropriate use standards, safety standards, and regulatory requirements.

4. Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the County, the Contractor shall remove all hazardous stumps, as identified by the County, haul each stump to a TDSRS, and backfill each stump hole with compatible material as determined by the County and the Contractor. Each stump shall be inspected by the County and Contractor inspectors and documented as to the appropriate category of size for invoicing. The size of stumps will be calculated by measuring the circumference of the stump at a point two (2) feet above the highest intersecting root from the root ball and then dividing by 3.14 to the 3rd digit, or other method approved by the County and FEMA.

Stumps will be removed if it is in the right-of-way and is 50% uprooted. If removal of the stump creates a hole, the Contractor will back fill the hole. All stumps will be photographed and located on GPS. Stumps removed from right-of-way will be billed out on a "per each" basis. Any stump brought to the curb by a landowner will be hauled and billed on a "per cubic yard" basis.

The removal of hazardous stumps 24 inches and smaller in diameter will be treated as normal debris and paid based on the FEMA stump Conversion Table (see Attachment "A" FEMA DAP9523.11).

All work performed under this section must adhere to requirements noted in 44 Code of Federal Regulations (CFR).

5. Leaning Trees / Hanging Limbs (Trimming, cutting, felling)

As directed by the County, the Contractor shall remove hazardous leaning trees and hanging limbs that pose a threat to life, public health, safety, and/or improved public property. . Hazardous trees will be measured at 4.5 feet above the ground and hazardous hangers will be measured at the point of breakage. The removal of hazardous hangers will be compensated on a per tree rate and all hazardous hangers in a tree must be removed by the Contractor.

Each tree and limb shall then be placed in safest location along the right-of-way where the debris resulting from this scope of services shall be removed utilizing the scope of services Item 2: Debris Removal from Public Rights-of-Way.

6. Temporary Debris Staging and Reduction Sites (TDSRS)

Immediately after execution of the Disaster Debris Removal Services contract, the Contractor and the County will jointly develop a list of the alternative temporary sites for debris management. The parties shall annually thereafter review and confirm the acceptable locations stated on the resulting TDSRS list. The Contractor will be responsible for collecting and testing appropriate environmental samples prior to beginning operations at each TDSRS location. The Contractor will thoroughly video tape and/or photograph each TDSRS site before any debris management activities begin, and will thereafter periodically update video and photographic documentation to track site evolution.

The Contractor will operate and manage each TDSRS to accept and process all Eligible Debris. The Contractor shall be responsible for any land lease obligations that arise in relation to a TDSRS. The Contractor shall be responsible for any and all necessary site preparation, to include but not limited, to the following: any site work and materials necessary to build and maintain stabilized roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements including, but not be limited, to wind-born debris control fencing, silt fencing, or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The Contractor shall provide and maintain portable and sanitary facilities and fresh water at each TDSRS Inspection Station.

All hazardous waste shall be delivered directly to the North Central Landfill, 10 Environmental Loop, Winter Haven, Florida. No hazardous waste shall be housed at any TDSRS.

The inspection of every load, in and out, is further defined in the "Other Operational Considerations" section below. Processing may include, but is not limited, to reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods, and hazardous wastes. The Contractor shall be responsible for the transporting and removing of all materials not requiring landfilling. All debris requiring landfilling shall be transported to the designated landfill facility, unless otherwise directed by the County. The Contractor shall provide the necessary equipment at the landfill site or otherwise assist with any off-loading of debris.

All processing activities shall be conducted in compliance with all federal, state, and local rules and regulations. It shall be the responsibility of the Contractor to obtain and pay for all permits required to construct, operate, maintain, close, and reclaim the TDSRS debris-processing sites. The Contractor shall maintain each TDSRS site in accordance with all local, state, and federal rules and regulations including at a minimum, erosion control, stormwater management, and fire control, rodent and insect control, animal control in general, noise abatement, odor control, and other site management and site maintenance. The Contractor shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site.

The Contractor shall not transport hazardous waste or any hazardous materials to a TDSRS or to any other sites that are not specifically authorized to accept such waste or materials. The Contractor shall be responsible for proper handling and storage of any hazardous waste or hazardous materials brought to the TDSRS. The Contractor shall designate a suitable area at each TDSRS to accommodate all hazardous waste or hazardous materials that the Contractor or a third party may inadvertently bring to a TDSRS. The designated area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

The Contractor shall conduct all required testing at the TDSRS, as required by Federal, State, and Local laws, standards, regulations, and operating permits. All guidelines in the latest edition of FEMA's Public Assistance Debris Management Guidelines shall be followed and complied with in the establishment, operation of, and closing of the TDSRS.

The Contractor shall ensure that TDSRS site reclamation shall be accomplished in accordance with all Federal, State, and Local laws, standards, and regulations. The Contractor shall restore the TDSRS to its pre-use condition which may require, among other matters removal of all remaining equipment and debris, grading the site to historical conditions, seeding and mulching of the exposed areas, and performing other work the County deems necessary to restore the site to such condition.

The Contractor's liability to the County for any environmental contamination of the TDSRS (to include adversely affected surrounding areas) shall remain in place after all TDSRS site reclamation services have been completed. The Contractor shall be liable and shall remain liable for any required clean up and necessary remediation of the TDSRS and adversely affected surrounding areas after the expiration or early termination of the Disaster Debris Removal Services contract with the County.

If it becomes necessary to have scales at the TDSRS, the Contractor's reasonable costs to obtain the required scales will be a reimbursable expense.

7. Disaster Event Generated Hazardous Wastes Abatement

The Contractor shall abate all hazardous waste (to include any hazardous materials) identified by the County in accordance with all applicable Federal, State, and Local laws, standards, and regulations to include, but not be limited to, 29 CFR 1910.120, 40 CFR 311, and 49 CFR 100-199.

8. Disaster Event Generated Biohazardous Wastes Abatement

The Contractor shall abate all biohazardous waste identified by the County in accordance with all applicable Federal, State, and Local laws, standards, and regulations.

9. Dead Animal Collection, Transportation, and Disposal

The Contractor shall collect, transport, and dispose of dead livestock, poultry, and large animals (deer, wild pigs, exotic species, etc.). Disposal will be accomplished in any permissible manner consistent with Federal, State, and County laws, rules, and regulations. The collection, transportation, and disposal of small domestic pets are the responsibility of the County.

10. Electronic Communications

The Contractor shall provide the County, in the event that normal communication (power, telephone, radio, cell phones, etc.) is unavailable, with SAT-COM (Satellite radio's, telephones, etc.) or a reliable electronic system of communication as follows:

1 (one) each with Contractor representative
1 (one) per crew
1 (one) at each disposal site

OTHER OPERATIONAL CONSIDERATIONS

1. Documentation and Inspections

All storm debris shall be subject to inspection by the County or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state, and Federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The Contractor and the County will each have personnel in place at each TDSRS to verify the contents (cubic yards or tons) of the vehicles entering the TDSRS. Records will be maintained via load tickets of every vehicle entering the TDSRS, its cubic yardage or tonnage and verification of the vehicle leaving the TDSRS to ensure that it is in fact empty. The Contractor and the County will monitor the material to determine that it in fact consists of Eligible Debris. The Contractor and the County will have personnel in place at the pick up site to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the Contractor and the County will establish and record the certified cubic yards capacity and will inspect each haul truck. The Contractor will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The Contractor will assist the County in preparation of Federal (FEMA, FHWA, etc.) and State reports for any potential reimbursement through the training of County employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA, and other applicable State and Federal Agencies to insure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies. The Contractor will be required to videotape each load received at each TDSRS or to be taken to a disposition site which will result in a claim for reimbursement or payment. The videotaping will be performed to clearly show the transport vehicles identification number and the contents of the vehicle.

2. Priority of Work Areas

The County will establish in advance the priority of and shall approve each work area in which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all Eligible Debris from the approved work areas and shall leave the areas from which the Eligible Debris is removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a work area is in a clean and neat condition will be at the reasonable judgment of the County.

The County reserves the right to task the Contractor with providing separate crews for collection on FHWA-ER eligible secondary roads. (See Attachment "B").

3. Working Hours

All activity associated with gathering and loading of Eligible Debris shall be performed during visible daylight hours only. Hauling of Eligible Debris to a TDSRS will only be allowed during visible daylight hours between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the

parties that at each TDSRS debris reduction may occur twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe. Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

4. Debris Disposal

The Contractor shall process, recycle, and dispose of all Eligible Debris, reduced Eligible Debris, ash residue, and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards, and regulations. Final disposition locations shall be at the discretion of the Contractor with prior acceptance by the County, except for those materials to be landfilled as determined by the County. Debris to be landfilled will be at the County's designated landfill facility or as directed by the County. The Contractor and County inspectors assigned to the disposition process shall maintain disposition and disposal records and documentation. Documentation shall be quantified in Cubic Yards or tons. The Contractor must provide five part load tickets.

5. White Goods

The Contractor may expect to encounter "white goods" available for disposal. For purposes of the contract "white goods" will be those goods that constitute "household appliances" as defined in the Florida Administrative Code. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the Contractor in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods, as this cost of work is included in the cubic yard unit price for debris removal.

6. Multiple Schedule Pass

The Contractor shall make multiple scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens and the County to return to their properties and bring debris to the right-of –way as recovery progresses. The number and schedule of passes shall be determined through County/Contractor consultation. It is the County's intent that the Contractor will make as many passes as the County may direct to complete the removal and lawful disposal of all natural disaster generated Eligible Debris.

7. Certification of Load Carrying Capacity

The Contractor shall submit to the County certification indicating the type of vehicle, make, model, license plate number, Contractor equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurement performed by the County. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive numbers for the County. Photo documentation may be required at the County's discretion.

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulation, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be remeasured and remarked. All extensions to the bed are subject to acceptance or rejection by the County. The Contractor shall conform to the F.S. 316.520 which covers the tarping of loads. Damaged extensions are subject to immediate disqualification by authorized County personnel.

8. Traffic Control

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practicable. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including each TDSRS. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all Federal, State, and local laws, regulations, and ordinances governing personnel, equipment, and workplace.

9. Recycled Materials Documentation

The Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, the location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. Contractor shall provide the value of the salvaged or recycled material back to the County as a reimbursement or credit so that the County can provide the reimbursement or credit back to FEMA, as required by FEMA. Value of the material will be defined as the value of the material as paid to the Contractor by the entity accepting the material for salvage or recycling.

10. Coordination with Recovery Operation's Center

The Contractor shall be required to provide current/up-to-date field condition information to the County's EOC-Recovery Operation's Center.

11. Contractor Required Submittals and Tasks with Timeframes from Contract NTP if Pre-Event Awarded Contract

Contractor site visit of County TDSRS	30 Days
Aerial Markups of TDSRS with Site Layouts	60 Days
Load Tickets with Use Procedure	30 Days
Contractor's Load Ticket Accounting Software	30 Days
Contractor Debris Separation Requirements/Procedures	30 Days

Column I Item No.	Column II Description	Column III UoM	Column IV Unit Price	Column V UoM	Column VI Unit Price
	Level 1: 0 - 50,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY	$7.25	TN	$72.50
1	B. Over 20 miles	CY	$8.00	TN	$80.00
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY	$7.25	TN	$72.50
2	B. Over 20 miles	CY	$8.00	TN	$80.00
	Site management and processing of debris at TDSRS				
	A. Grinding	CY	$3.00	TN	$30.00
3	B. Burning	CY	$2.00	TN	$20.00
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	CY	$45.70	TN	$457.00
	B. 13" - 24.99" diameter tree	CY	$52.50	TN	$525.00
	C. 25" - 36.99 diameter tree	CY	$65.00	TN	$650.00
	D. 37" - 48.99" diameter tree	CY	$75.00	TN	$750.00
	E. 49" and greater diameter tree	CY	$100.00	TN	$1,000.00
4	F. Removal of all hanging limbs per tree	CY	$125.00	TN	$1,250.00
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY	$3.50	TN	$35.00
5	B. Over 40 miles	CY	$4.00	TN	$40.00
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA	$275.00		
	B. 37" - 48.99" diameter	EA	$380.00		
6	C. 49" and greater diameter	EA	$525.00		
7	Dead animal collection, transportation, and disposal	LB	$2.00		
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$4.00		
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$6.00		
	Level 2: 50,000 - 200,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY	$6.50	TN	$65.00
1	B. Over 20 miles	CY	$7.25	TN	$72.50
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY	$6.50	TN	$65.00
2	B. Over 20 miles	CY	$7.25	TN	$72.50
	Site management and processing of debris at TDSRS				
	A. Grinding	CY	$3.00	TN	$30.00
3	B. Burning	CY	$2.00	TN	$20.00
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	CY	$45.70	TN	$457.00
	B. 13" - 24.99" diameter tree	CY	$52.50	TN	$525.00

Exhibit "B"

	C. 25" - 36.99 diameter tree	CY	$65.00	TN	$650.00
	D. 37" - 48.99" diameter tree	CY	$75.00	TN	$750.00
	E. 49" and greater diameter tree	CY	$100.00	TN	$1,000.00
4	F. Removal of all hanging limbs per tree	CY	$125.00	TN	$1,250.00
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY	$2.50	TN	$25.00
5	B. Over 40 miles	CY	$3.50	TN	$35.00
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA	$275.00		
	B. 37" - 48.99" diameter	EA	$380.00		
6	C. 49" and greater diameter	EA	$525.00		
7	Dead animal collection, transportation, and disposal	LB	$2.00		
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$4.00		
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$6.00		
	Level 2: Greater than 200,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY	$6.50	TN	$65.00
1	B. Over 20 miles	CY	$7.25	TN	$72.50
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY	$6.50	TN	$65.00
2	B. Over 20 miles	CY	$7.25	TN	$72.50
	Site management and processing of debris at TDSRS				
	A. Grinding	CY	$3.00	TN	$30.00
3	B. Burning	CY	$2.00	TN	$20.00
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	CY	$45.70	TN	$457.00
	B. 13" - 24.99" diameter tree	CY	$52.50	TN	$525.00
	C. 25" - 36.99 diameter tree	CY	$65.00	TN	$650.00
	D. 37" - 48.99" diameter tree	CY	$75.00	TN	$750.00
	E. 49" and greater diameter tree	CY	$100.00	TN	$1,000.00
4	F. Removal of all hanging limbs per tree	CY	$125.00	TN	$1,250.00
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY	$2.50	TN	$25.00
5	B. Over 40 miles	CY	$3.00	TN	$30.00
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA	$275.00		
	B. 37" - 48.99" diameter	EA	$380.00		
6	C. 49" and greater diameter	EA	$525.00		
7	Dead animal collection, transportation, and disposal	LB	$2.00		
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$4.00		
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$6.00		

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

		Single Side	Double Sided
A.	Regular Copying		
	Letter size documents	$ 0.10/page	$ 0.15/sheet
	Legal Size documents	$ 0.10/page	$ 0.15/sheet
	11" X 17" documents	$ 0.15/page	$ 0.20/sheet
	14" X 18" documents	$ 0.25/page	$ 0.30/sheet
	Other Sizes		$ 0.15/sq. ft.
	Color Reproductions, all sizes		$ 1.00/page
B.	Plotter Prints – Paper (B/W Color)		
	Letter Size		$ 1.00/page
	Legal Size		$ 1.50/page
	11" X 17"		$ 2.00/page
	24" X 36"		$ 6.00/page
	Other Sizes		$ 1.00/sq. ft.
C.	Plotter Prints – Mylar		
	Letter Size		$ 3.00/page
	Legal Size		$ 4.50/page
	11" X 17"		$ 6.00/page
	24" X 36"		$18.00/page
	Other Sizes		$ 3.00/sq. ft.
D.	Plotter Prints – Vellum		
	Letter Size		$ 2.00/page
	Legal Size		$ 3.00/page
	11" X 17"		$ 4.00/page
	24" X 36"		$12.00/page
	Other Sizes		$ 2.00/sq. ft.
E.	Blueline Prints 24"X36"		$ 1.00/sheet
	Blueline Prints, other sizes		$ 0.15/sq. ft.
F.	Reproduction Mylar		$ 1.00/sq. ft.
	Reproduction – Presentation Dizao paper		$ 1.00/sq. ft.

2. Facsimile (FAX) Costs

A.	Local	Non-reimbursable
B.	Non-Local	$ 0.50/page

3. Subcontractor Services — Actual Costs

4. Special Consultants — Actual costs

Rev 1/13/98

5.	Telecommunications	
	A. Local	Non-reimbursable
	B. Non-Local	Actual Costs
6.	Computer Services	Non-reimbursable
7.	Travel Expenses	In accordance with Chapter 112.061, F.S.
8.	Postage, Fed Express, UPS	Actual Costs
9.	Computer Disk Copies, CD Rom, Tapes	Actual Costs
10.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2011

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

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

PRODUCER

Ellsworth Corporation
3636 S. I-10 Service Rd
P. O. Box 8210
Metairie LA 70011-8210

CONTACT NAME: Holly Martino
PHONE (A/C, No, Ext): (504) 455-4545 FAX (A/C, No): (504) 888-6645
E-MAIL ADDRESS: HollyM@ellsworthcorporation.com
PRODUCER CUSTOMER ID #: 00004158

INSURED

Omni Pinnacle, LLC
90 Glen Court
Pearl River LA 70452

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Ins. Co.	
INSURER B: Houston Specialty Ins. Co.	013825
INSURER C: Commerce & Industry Insurance	
INSURER D: Allied World Assurance	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2011 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	x	x	LHA107984	5/1/2011	5/1/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	x	x	HSLR180041900	5/7/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined	$
							Medical payments	$
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000	x	x	LHA056250	5/1/2011	5/1/2012	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	WC3292546	9/21/2011	9/21/2012	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Contractors Pollution			03066127	5/1/2011	5/1/2012	LIMIT	2,000,000

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

Re: All work performed for Polk County

See attached for Marine Coverages: GL and Auto Liability policies provides Blanket Additional Insured and Blanket Waiver of Subrogation only as required by written contract, per policy wording. The Workers Comp policy provides

CERTIFICATE HOLDER

Polk County, a Political subdivision
of the State of Florida
Attn: Christine Rewis, Procurement Mgr.
330 West Church Street
1st Floor
Bartow, FL 33830

CANCELLATION

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

Wayne Solis/HMM

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COMMENTS/REMARKS

Blanket Waiver of Subrogation and Blanket Alternate Employer only as required by written contract, per policy wording.

Why We Are Using the Latest ACORD 25 Certificate of Insurance
Source: Independent Insurance Agents & Brokers of America

In September 2009, ACORD revised the ACORD 25 Certificate of Insurance form. One of the major changes was the removal of the cancellation notice provision. For the following reasons, we are unable to issue an older edition of this form, modify the current form, or complete a proprietary form you provide:

• ACORD certificate forms must be filed and approved for use in our state. When a new form is approved, prior versions can no longer be used. Therefore, it is illegal for us to issue anything other than the currently approved ACORD form.

• Notice of cancellation is a policy right, not an unregulated service. No insurer shown on this certificate is able to provide the cancellation notice you desire by endorsement. For example, the insured can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.

• For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.

• If a certificate purports to provide a policy right different from that provided by the policy itself, then the certificate effectively purports to be a policy form. Policy forms must be filed and approved by our state department of insurance. Use of nonfiled policy forms is illegal and could result in legal sanctions distinct from the assertion that the certificate is fraudulent.

• Under the ACORD Corporation's licensing agreement, the prior editions of superseded forms can be used for one year from the time the new forms are introduced. Beginning in September 2010, this is another reason we cannot use an older edition of the ACORD 25. Doing so would violate ACORD's licensing agreement and, as a copyrighted document, federal copyright law.

• Likewise, we are unable to modify the new certificate to add a notice of cancellation. ACORD forms are designed to be completed, not altered. ACORD's Forms Instruction Guide says that a certificate should not be used "To waive rights...To quote wording from a contract...To quote any wording which amends a policy unless the policy itself has been amended." Also, since our state requires ACORD forms to be filed, any alteration to a filed form would require its refiling. In addition, our insurance company contracts only allow us to issue unaltered ACORD forms.

• We are often asked to issue proprietary certificates provided by the certificate requestor. Again, our insurance company contracts only allow us to issue unaltered ACORD forms. In addition, our state requires the filing of all certificates of insurance and has very specific regulatory guidelines on certificate language. Many proprietary certificates include broad, vague or ambiguous language that may or may not be incompliance with state laws, regulations, and insurance department directives. Therefore, we cannot issue any proprietary certificates that have not been reviewed by our state insurance department. You may be interested in how the City of Atlanta, Georgia is now reportedly dealing with this issue based on a very detailed study they conducted in 2008.
http://tinyurl.com/26guax8

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request. General Liability and Auto Liability policies provides Blanket Additional Insured and Blanket Waiver of Subrogation only as required by written contract, per policy wording. The Workers Compensation policy provides Blanket Waiver of Subrogation and Blanket Alternate Employer only as required by written contract, per policy wording.

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COMMENTS/REMARKS

Hull - Policy #UMS210083411 - Effective 5/1/11 to 5/1/12 - Scheduled Vessels:
Tug MUDD TUG 1 - $125,000 with $10,000 deductible
Dredge D-795 - $350,000 with $15,000 deductible

P & I - Policy #UMS220083511 - Effective 5/1/11 to 5/1/12- Limit: $1,000,000 any one occurrence/accident
Deductible: $10,000 per occurrence

Excess P & I - Policy #LCX031350 - Effective 5/1/11 to 5/1/12
Limit: $2,000,000 Excess $1,000,000

Vessel Pollution - Policy #4451852 - Effective 5/1/11 to 5/1/12
Llimit: $5,000,000 Coverage A & B

Maritime Employers Liability - Policy #UMS230083611 - Effective 5/1/11 to 5/1/12
Limit: $1,000,000 any one accident
Deductible: $10,000

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DISASTER DEBRIS REMOVAL MONITORING SERVICES AGREEMENT No. 11-108

THIS DISASTER DEBRIS REMOVAL MONITORING SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) between POLK COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as COUNTY and Science Applications International Corporation, a Delaware corporation, headquartered at 10260 Campus Point Drive, San Diego, California 92121 hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is 95-3630868.

WHEREAS, the COUNTY desires to retain the services of a competent and qualified vendor to provide disaster debris monitoring services; and

WHEREAS, the COUNTY has solicited for these services via an advertised request for proposals and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the COUNTY intends to engage the VENDOR to provide it the disaster debris monitoring services; and

WHEREAS, the VENDOR remains agreeable to providing the COUNTY the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the VENDOR hereby agree, as follows:

Section 1. Term

(a) This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

(b) The initial term of this Agreement shall be for two (2) years commencing upon the Effective Date and remaining in force and effect unless otherwise terminated as provided herein.

(c) The COUNTY shall have the option of extending the term of the Agreement for two (2) one (1) year terms, upon the same terms and conditions as the initial term by delivering

written notice to the VENDOR not less than thirty (30) days prior to the expiration of the initial term or the initial extended term, whichever shall be applicable.

Section 2. Services.

(a) The COUNTY does hereby retain the VENDOR to furnish those services and to perform those tasks (collectively, the "Services") as further described in the COUNTY's Request for Proposals RFP #11-043, to include all attachments and addenda, and in the VENDOR's responsive proposal thereto (collectively, "RFP 11-043"), all of which are incorporated into this Agreement by this reference. A complete copy of the Scope of Services section of RFP 11-043 is attached as Exhibit "A" and made a part of this Agreement.

(b) VENDOR shall perform the Services described in the Scope of Services section of RFP 11-043, as those Services may be further specifically designated and authorized by the COUNTY in a separate writing the COUNTY will deliver to the VENDOR prior to the VENDOR's commencement of the Services required in association with the COUNTY's clean-up and recovery from a particular disaster.

Section 3. Compensation.

(a) The VENDOR will perform the Services at the request of the COUNTY on an as-needed basis. In consideration of its providing the Services, the COUNTY shall pay the VENDOR a fee determined in accordance with the Compensation Schedule which is attached as Exhibit "B" and made a part of this Agreement. The Compensation Schedule identifies all job classifications of those who may perform billable services pursuant to this Agreement and the associated amount the COUNTY will pay the VENDOR for Services performed by those in each job classification. The COUNTY is not obligated to pay VENDOR a fee for any work performed or Service provided by personnel whose job classifications are not listed on the Compensation Schedule.

(b) General

(1) The VENDOR's invoices for Services performed must reference the applicable contract number and purchase order number and must be submitted on an invoice form approved by the County Auditor.

(2) Each individual invoice shall be due and payable forty-five (45) days after the date the COUNTY receives a correct, fully documented invoice in form and substance

satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Transportation Division
3000 Sheffield Road
Winter Haven, Florida 33880

(3) In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR'S final/last billing for Services rendered to the COUNTY pursuant to the Agreement. The VENDOR's submission of a Final Invoice is the VENDOR's certification to the COUNTY that all Services have been properly performed and all charges and costs have been invoiced to the COUNTY. Upon the COUNTY's receipt of a Final Invoice, the COUNTY's particular account pertaining to this Agreement will be closed and any further charges not properly included on the Final Invoice are waived by the VENDOR.

(4) Payment of the Final Invoice shall not constitute evidence of the COUNTY's acceptance of the VENDOR's work or of the VENDOR's performance of any Service.

(5) All VENDOR's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by COUNTY and, if so requested, shall be furnished by VENDOR to the COUNTY Auditor's satisfaction.

(6) The VENDOR's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements stated in each invoice.

(c) Reimbursable

(1) All VENDOR's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as Exhibit "C" and made a part of this Agreement. The VENDOR's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the COUNTY's Auditor. To qualify for reimbursement, the

VENDOR's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

Section 4. Vendor's Responsibilities

(a) The VENDOR shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

(b) The COUNTY's review, approval, acceptance, or payment for any of the VENDOR's Services shall not be construed to: (i) operate as a waiver of any rights the COUNTY possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the VENDOR's performance or nonperformance of this Agreement. The VENDOR shall be and will always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the VENDOR's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

Section 5. Ownership of Documents.

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the VENDOR's performance of the Services pursuant to this Agreement shall become the property of the COUNTY after final payment is made to the VENDOR for the Services.

Section 6. Termination.

(a) The COUNTY may terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the VENDOR to fulfill its obligations under this Agreement by delivering written notice to the VENDOR. Upon receipt of such notice, the VENDOR shall:

(1) Immediately discontinue all affected Services unless the notice directs otherwise, and

(2) Deliver to the COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the VENDOR in performing this Agreement, whether completed or in process.

(b) Unless in dispute or subject to the COUNTY's right of set-off or other remedy, the VENDOR shall be paid for Services actually rendered to the date of termination.

(c) The rights and remedies of the COUNTY provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 7. No Contingent Fees. The VENDOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the VENDOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 8. Assignment. The VENDOR shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the COUNTY, which consent may be withheld in the COUNTY's exercise of its reasonable discretion.

Section 9. Subcontractors. If the VENDOR requires the assistance of any subcontractors or other professional associates in connection with its providing the Services the VENDOR must obtain the prior express written approval of the COUNTY, which the COUNTY may withhold in its discretion, before any such subcontractor or professional associate may perform any work for the COUNTY. If after obtaining the COUNTY's approval the VENDOR utilizes any subcontractors or other professional associates in the delivery of the Services then the VENDOR shall remain solely and fully liable to the COUNTY for the performance or nonperformance of all such subcontractors or other professional associates. The failure of a subcontractor or other professional associate to timely or properly perform any of its obligations to the VENDOR shall not relieve the VENDOR of its obligations to the COUNTY under this Agreement.

Section 10. Indemnification of County. VENDOR, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents harmless from, and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (1) the failure of VENDOR to comply with applicable laws, rules or regulations, (ii) the breach by VENDOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of VENDOR's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of VENDOR, its sub-contractors, agents, and employees provided, however, that VENDOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising out of the COUNTY's sole negligence.

Section 11. Insurance Requirements. The VENDOR shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The VENDOR shall provide the COUNTY original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. The COUNTY shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The VENDOR's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the COUNTY. The County requires 10 days written notice of non-payment. In the event of any failure by the VENDOR to comply with the provisions of this Section 11, the COUNTY may, at its option, upon notice to the VENDOR suspend VENDOR's performance of the Services for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the VENDOR's expense, provided that the COUNTY shall have no obligation to do so and if

the COUNTY shall do so, the VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The VENDOR shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Section 12. Public Entity Crimes The VENDOR understands and acknowledges that this Agreement will be void in the event the conditions stated in Section 287.133, Florida Statutes, relating to conviction for a public entity crime apply to the VENDOR.

Section 13. Non-Discrimination The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

Section 14. County and Vendor Representation

(a) The parties recognize that questions regarding the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the VENDOR, shall designate and shall advise the VENDOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated COUNTY representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the Services to be provided pursuant to this Agreement.

(b) The VENDOR shall at all times during the normal work week designate or appoint one or more VENDOR representatives who are authorized to act on behalf of and to bind the VENDOR regarding all matters involving the conduct of its performance pursuant to this Agreement. The VENDOR shall keep the COUNTY continually and effectively advised of VENDOR's designated representatives.

Section 15. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 16. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

Section 17. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the VENDOR (including its officers, employees, and agents) as the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The VENDOR is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The VENDOR shall not pledge the COUNTY's credit or make the COUNTY a guarantor of payment or surety for any contract,

debt, obligation, judgment, lien or any form of indebtedness and the VENDOR shall have no right to speak for or bind the COUNTY in any manner.

Section 18. Public Records Law. The VENDOR acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The VENDOR acknowledges that the COUNTY is required to comply with Article I, Section 24, of the Florida Constitution and with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this Agreement. Chapter 119, Florida Statutes, as amended in the wake of certain terrorist activities, provides for an exemption from public-records requirements for a security-system plan or portion thereof, and provides for an exemption from public-meeting requirements for those portions of any meeting which would reveal a security-system plan, or portion thereof, which is confidential and exempt. All documentation or communications regarding security measures should be treated as confidential "criminal intelligence information," as provided for in the amended Chapter 119. The VENDOR will not disclose any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Section 19. Compliance with Laws And Regulations. In providing all Services pursuant to this Agreement, the VENDOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the VENDOR.

Section 20. Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

Section 21. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by

each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY: Polk County Transportation Division
3000 Sheffield Road
Winter Haven, Florida 33880
Attention: Transportation Director

FOR VENDOR: Science Applications International Corporation
2301 Lucien Way, Suite 120
Maitland, Florida 32751
Attention: ~~President~~ Contract Administrator

Section 22. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

Section 23. Annual Appropriations. VENDOR acknowledges that during any fiscal year the COUNTY shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The COUNTY may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the COUNTY's performance and obligation to pay the VENDOR under this Agreement is contingent upon annual appropriations being made for that purpose.

Section 24. Unauthorized Alien(s). The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The COUNTY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the COUNTY. As part of the response to this solicitation, the successful VENDOR will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Section 25. Vendor Representations. The VENDOR hereby represents and warrants the following to the COUNTY:

(a) VENDOR is a corporation duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

(b) VENDOR'S performance under this Agreement will not violate or breach any contract or agreement to which the VENDOR is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

(c) VENDOR has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

(d) VENDOR now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

(e) VENDOR has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

(f) VENDOR has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

(g) VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

(h) VENDOR shall, at no additional cost to COUNTY, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

(i) Each individual executing this Agreement on behalf of the VENDOR is authorized to do so

Section 26. Default and Remedy. If the VENDOR materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the VENDOR receives written notice of the default from the COUNTY, then the COUNTY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the VENDOR, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the COUNTY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the COUNTY receives written notice of the default from the VENDOR, then the VENDOR shall have the right to immediately terminate this Agreement by delivering written notice to the COUNTY. Upon any such termination, the COUNTY shall pay the VENDOR the full amount due and owing for all Services performed through the date of Agreement termination.

Section 27. Limitation of Liability. **IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

Section 28. Waiver A waiver by either COUNTY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall

not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

Section 29. Attorneys' Fees and Costs. Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

Section 30. Force Majeure. The VENDOR shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the VENDOR shall deliver written notice to the COUNTY describing the event in reasonably sufficient detail and how the event has precluded the VENDOR from performing its obligations hereunder. The VENDOR's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the VENDOR to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the VENDOR shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the VENDOR shall keep the COUNTY duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES SIGNATURES.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

RICHARD WEISS
CLERK OF THE BOARD

By: Freda L. Wade
Deputy Clerk
10/11/11 Q.43

Date Signed By Chairman 10/12/11

POLK COUNTY, a political subdivision of the State of Florida

By: Edwin V. Smith
Edwin V. Smith, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

Thom Nosworthy 10/14/11
County Attorney's Office Date

ATTEST:

By: Jon J. R
~~Corporate Secretary~~ Vice President

Jonathan Burgiel
[Print Name]

DATE: October 7, 2011

SEAL

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, a Delaware corporation

By: [illegible]

Betty Kamara
[Print Name]

Contract Administrator
[Title]

DATE: October 7, 2011

OFFICER'S CERTIFICATE

I, Lawrence E. Ruggiero, hereby certify that:

1. I am a duly elected, qualified and acting Senior Vice President and Assistant General Counsel of Science Applications International Corporation ("SAIC"), a duly organized and existing Delaware corporation; and

2. Science Applications International Corporation Policy SG-7, "Authorities for Corporate Commitments," sets forth the delegation of authority to the company's officers and employees to create financial, contractual, and other obligations on behalf of SAIC in the course of performing their employment, which was duly adopted by the SAIC Board of Directors pursuant to a resolution dated October 14, 2010. This policy permits delegation of signature authority to authorized Contract Representatives. Betty Kamara is such an authorized Contract Representative, and therefore by this delegation has signature authority to sign proposals and bind SAIC in contractual commitments.

IN WITNESS WHEREOF, I have executed this Officer's Certificate and affixed the corporate seal of Science Applications International Corporation this 17th day of March, 2011.

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Lawrence E. Ruggiero

Lawrence E. Ruggiero
Senior Vice President, Assistant General Counsel
Assistant Corporate Secretary

Corporate Seal

STATE OF VIRGINIA)
) SS.
COUNTY OF FAIRFAX)

The undersigned, a Notary Public, does hereby certify that on this 16TH day of MARCH, 2011, personally appeared before me LAWRENCE E. RUGGIERO, who being first duly sworn on oath, declared that he is Secretary of Science Applications International Corporation, that he signed the foregoing document as Secretary of the corporation, and that the statements contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date set forth above.

Seal

MARTHA L. WATERS
NOTARY PUBLIC
REG # 343193
MY COMMISSION EXPIRES
08/31/2012
COMMONWEALTH OF VIRGINIA

Martha L. Waters

NOTARY PUBLIC

My commission expires 8-31-2012

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida COUNTY OF Orange

The foregoing instruments was acknowledged before me this

10/7/2011 By Betty Kamara

(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

Known as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this October 7, 2011

(Date)

Commission Number EE043170

(Official Notary Signature and Notary Seal)

Kalindi Ramcharan Commission Expiration Date 11/18/2014

(Name of Notary typed, printed or stamped)

KALINDI RAMCHARA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE043170
Expires 11/18/2014

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date) (Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 11-043 PROJECT NAME: Disaster Debris Monitoring Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Science Applications International Corporation

Signature	Title	Date
	Contract Administrator	10/7/2011

STATE OF: Florida
COUNTY OF: Orange

The foregoing instrument was signed and acknowledged before me this 7th day of October, 20 11, by

Betty Kamara who has produced

(Print or Type Name)

Known as identification.
(Type of Identification and Number)

Notary Public Signature

Kalindi Ramcharan
Printed Name of Notary Public

EE043170 | 11/18/2014
Notary Commission Number/Expiration

KALINDI RAMCHARAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE043170
Expires 11/18/2014

EXHIBIT "A"
SCOPE OF SERVICES

1.0 General

This statement of work describes and defines the services which are required for debris removal monitoring for Polk County (County). The work includes, but is not limited to; monitoring field operations regarding all storm generated debris, debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other County facilities will be identified by the County and direction will be given to the Contractor for clearing these roads and facilities in accordance with the County Debris Management Plan. The County reserves the right to add or remove highway segments at the direction of the Debris Manager. While this scope provides for debris removal work off the state road system, no work on or off the state road system is guaranteed. The County, at its sole discretion, may elect to perform the work with in-house forces or other contract forces or may cancel the contract at any time if determined to be in the best interest of the County.

The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state, and/or local programs to assist the County in its emergency response and recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency.

The Consultant will be responsible for tracking all of the contract costs and adhering to the "not to exceed" limit as defined. Proper notification must be given to the County as costs approach this limit.

The work will begin upon written authorization by the County. No guarantee on minimum or maximum amounts per items bid is made. No adjustment to pricing will be considered due to increases or decreases in estimated quantities or fuel costs.

In the event of impact of another City or County, the terms and conditions contained herein may apply to work in the affected City or County.

The successful firm must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and any other governmental agency with jurisdiction over response and recovery actions. This may include, but is not limited to, the following:

1. FDOT approved pre-event scope information - http://www.dot.state.fl.us/statemaintenanceoffice/scopes.shtm
2. 23 Code of Federal Regulations (CFR) (Highways) - http://ecfr.gpoaccess.gov/cgi/t/text/text-

idx?sid=9ef710b65bbd1edb6bb763023c71d740&c=ecfr&tpl=/ecfrbrowse/Title23/23tab_02.tpl

3. 44 CFR (Emergency Management and Assistance) - http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=9ef710b65bbd1edb6bb763023c71d740&c=ecfr&tpl=/ecfrbrowse/Title44/44tab_02.tpl
4. FHWA-ER (Emergency Relief Manual) - http://www.fhwa.dot.gov/reports/erm/ermchap6.cfm
5. FEMA (Hazardous Stump Extraction and Removal Eligibility) - http://www.fema.gov/government/grant/pa/9523_11.shtm
6. 29 CFR 1910.120 (Labor, Part 1910 Occupational Safety and Health Standards, Subpart H – Hazardous Materials) - http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=3ae4fe864f87eefc586163a6f89a84e6&rgn=div8&view=text&node=29:5.1.1.1.8.8.33.14&idno=29
7. 40 CFR 311 (Protection of Environment, Worker Protection) - http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=89ecfe35d980cf9b2c9cff4302a0e9f4&tpl=/ecfrbrowse/Title40/40cfr311_main_02.tpl
8. 49 CFR 100 - 199 (Transportation, Pipeline and Hazardous Materials Safety Administration, Department of Transportation) - http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=89ecfe35d980cf9b2c9cff4302a0e9f4&c=ecfr&tpl=/ecfrbrowse/Title49/49cfrv2_02.tpl
9. Florida Statutes 316.520 (State Uniform Traffic Control, Loads on Vehicles) - http://archive.flsenate.gov/statutes/index.cfm?m&App_mode=Display_Statute&Search_String=&URL=0300-0399/0316/Sections/0316.520.html

2.0 Scope of Work

The Consultant shall assist the County specifically with debris management services to include, but not limited to, the following items:

- Provide training of select County staff in essential debris management and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, state, and federal agencies.
- Provide field inspectors at designated check points to check and verify information on debris removal and at Temporary Debris Storage Reduction Site (TDSRS) located throughout Polk County.

The Consultant will provide assistance with the scheduling, dispatching and logistical operations of the field inspectors assigned to work areas for storm debris cleanup. This will include:

- Setting up the schedule for inspectors each day.
- Monitoring and recording the volumetric measurement (cy) of each truck that is added into service; this shall be the physical measurement of the truck bed – verified by a County employee.

- Keeping a record of contract haulers' trucks: cubic yardage, time in and out, number of loads/day, and other data as requested by designated County personnel.
- Determining truck assignments.
- Coordinating with County personnel to respond to problems in the field.
- Conducting "end-of day" duties, such as verifying all trucks have left the disposal site, locking down of the facility.
- Surveying the area for special needs: identifying tree stumps, hazard trees, C&D debris, potential problems – a location list should be kept of these areas.
- Recording on a provided map the streets where debris was collected.
- Performing other duties as directed by dispatch/staging operation or designated County personnel.

The Consultant will collect baseline data per local, state and federal requirements from the designated emergency debris management sites prior to opening of the sites.

The Consultant will assist the County in obtaining necessary local, state and federal permits for the designated emergency debris management sites.

EXHIBIT "B"
COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services

VENDOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Rate
Principal-in-Charge	$130.00
Project Manager	$95.00
Deputy Project Manager	$90.00
Operations Manager	$75.00
FEMA Coordinator	$120.00
Field Supervisor	$65.00
Scheduling/Routing Managers	$69.00
GIS Operator	$65.00
Disposal Site Monitor	$45.00
Collection Monitor	$40.00
Citizen Drop-off Site Monitor	$40.00
Billing/Invoicing/Data Manager	$75.00
Load Ticket Data Entry Clerk	$35.00
Project Coordinator	$35.00
Principal Public Assistance Advisor	$150.00
Senior Public Assistance Manager	$130.00
Public Assistance Analyst	$95.00

Hourly labor rates are fully burdened to include personnel costs, lodging, per diem, airfares, car rentals, and other travel related expenses.

Reimbursable costs are allowed if agreed to by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Mileage will be reimbursed at the federally published rate.

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

	Single Side	Double Sided
A. Regular Copying		
Letter size documents	$ 0.10/page	$ 0.15/sheet
Legal Size documents	$ 0.10/page	$ 0.15/sheet
11" X 17" documents	$ 0.15/page	$ 0.20/sheet
14" X 18" documents	$ 0.25/page	$ 0.30/sheet
Other Sizes		$ 0.15/sq. ft.
Color Reproductions, all sizes		$ 1.00/page
B. Plotter Prints – Paper (B/W Color)		
Letter Size		$ 1.00/page
Legal Size		$ 1.50/page
11" X 17"		$ 2.00/page
24" X 36"		$ 6.00/page
Other Sizes		$ 1.00/sq. ft.
C. Plotter Prints – Mylar		
Letter Size		$ 3.00/page
Legal Size		$ 4.50/page
11" X 17"		$ 6.00/page
24" X 36"		$18.00/page
Other Sizes		$ 3.00/sq. ft.
D. Plotter Prints – Vellum		
Letter Size		$ 2.00/page
Legal Size		$ 3.00/page
11" X 17"		$ 4.00/page
24" X 36"		$12.00/page
Other Sizes		$ 2.00/sq. ft.
E. Blueline Prints 24"X36"		$ 1.00/sheet
Blueline Prints, other sizes		$ 0.15/sq. ft.
F. Reproduction Mylar		$ 1.00/sq. ft.
Reproduction – Presentation Dizao paper		$ 1.00/sq. ft.

2. Facsimile (FAX) Costs

A. Local	Non-reimbursable
B. Non-Local	$ 0.50/page

3. Subcontractor Services — Actual Costs

4. Special Consultants — Actual costs

Rev 1/13/98

5.	Telecommunications	
	A. Local	Non-reimbursable
	B. Non-Local	Actual Costs
6.	Computer Services	Non-reimbursable
7.	Travel Expenses	In accordance with Chapter 112.061, F.S.
8.	Postage, Fed Express, UPS	Actual Costs
9.	Computer Disk Copies, CD Rom, Tapes	Actual Costs
10.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

MEMORANDUM OF INSURANCE

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Science Applications International Corp. (SAIC) is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.saic.com/customer/moi/ . The information contained herein is valid as of today's date, and shall be updated upon any material policy changes and upon each policy's renewal.

BROKER	COMPANIES AFFORDING COVERAGE
Marsh Risk & Insurance Services ("Marsh")	Co. A National Union Fire Insurance Company of Pittsburgh, PA
INSURED	Co. B New Hampshire Insurance Company
Science Applications International Corporation	Co. C The Insurance Company of the State of Pennsylvania
10260 Campus Point Drive, M/S D6 San Diego, CA 92121	Co. D Underwriters at Lloyd's, London (A F Beazley #623 & #2623)
	Co. E Factory Mutual Insurance Company

COVERAGES

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 MEMORANDUM 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY INCLUDING CONTRACTUAL LIABILITY (per ISO Form CG0001 12/07) OCCURRENCE FORM	GL 4406261	04/01/11	04/01/12	GENERAL AGGREGATE	$ 10,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (ANY ONE FIRE)	$ 1,000,000
					MED EXP (ANY ONE PERSON)	$ 10,000
A	**AUTOMOBILE LIABILITY** COVERING ANY OWNED AUTOS, HIRED AUTOS & NON-OWNED AUTOS	CA 4309415 (All Other States)	04/01/11	04/01/12	COMBINED SINGLE LIMIT	$ 1,000,000
A		CA 4309416 (MA)	04/01/11	04/01/12		
A		CA 4309417 (VA)	04/01/11	04/01/12		
A	**UMBRELLA LIABILITY** UMBRELLA FORM	25030246	04/01/11	04/01/12	EACH OCCURRENCE	$ 10,000,000
					AGGREGATE	$ 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** INCLUDES USL&H THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE: INCLUDED	WC 061967336 (All Other States)	04/01/11	04/01/12	WORKERS COMP LIMITS	STATUTORY
C		WC 061967337 (CA)	04/01/11	04/01/12	EL EACH ACCIDENT	$ 3,000,000
C		WC 061967341 (MA)	04/01/11	04/01/12	EL DISEASE - POLICY LIMIT	$ 3,000,000
B		WC 061967338 (FL)	04/01/11	04/01/12	EL DISEASE - EACH EMPLOYEE	$ 3,000,000
B		WC 061967339 (TX)	04/01/11	04/01/12		
A		WC 061967340 (WI)	04/01/11	04/01/12		
D	**PROFESSIONAL LIABILITY** INCLUDING CONTRACTOR'S POLLUTION LEGAL LIABILITY CLAIMS MADE BASIS	QF 028711	06/30/11	06/30/12	EACH CLAIM	$ 10,000,000
					AGGREGATE	$ 10,000,000
E	**ALL RISK PROPERTY** INCLUDING ALL REAL & PERSONAL PROPERTY OF INSURED, AND PROPERTY OF OTHERS WHERE REQUIRED	UB755	10/01/10	10/01/11	AMOUNT OF INSURANCE	$ 1,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Science Applications International Corp. (SAIC) is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.saic.com/customer/moi/ . The information contained herein is valid as of today's date, and shall be updated upon any material policy changes and upon each policy's renewal.

BROKER	INSURED
Marsh Risk & Insurance Services ("Marsh") 777 South Figueroa Street Los Angeles, CA 90017	Science Applications International Corporation 10260 Campus Point Drive, M/S D6 San Diego, CA 92121

ADDITIONAL INFORMATION

Please note that the above Liability policies are endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Additional Insureds under these policies. Additionally, coverage applies on a primary basis where required by contract, and, a waiver of subrogation is provided in favor of any person or organization required pursuant to the terms of any contract or agreement we enter into.

Please note that the above Property policy is endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Loss Payees As Their Interest May Appear under this policy.

Should you wish to view these endorsements, or print a copy for your files, please click on the below links.

GENERAL LIABILITY ENDORSEMENTS:

Additional Insured – Where Required Under Contract Or Agreement (AIG Form 61712 (9/01))
http://www.saic.com/customer/moi/download/GL_Where_Required_by_Contract.pdf

Additional Insured – Managers or Lessors of Premises (Form CG 20 11 01 96)
http://www.saic.com/customer/moi/download/GL_Mgr_or_Lessors_of_Premises.pdf

Additional Insured – Lessor of Leased Equipment (CG 20 28 07 04)
http://www.saic.com/customer/moi/download/GL_Lessor_of_LeasedEquip.pdf

Additional Insured – Vendors (Form CG 20 15 07 04)
http://www.saic.com/customer/moi/download/GL_Vendors.pdf

Additional Insured – Primary Insurance (AIG Form 74434 (10/99))
http://www.saic.com/customer/moi/download/GL_Primary_Insurance.pdf

Waiver Of Transfer Of Rights Of Recovery Against Others To Us (CG 24 04 10 93)
http://www.saic.com/customer/moi/download/GL_Waiver_of_Subrogation.pdf

AUTOMOBILE LIABILITY ENDORSEMENTS:

Additional Insured – Where Required Under Contract Or Agreement (AIG Form 87950 (10/05))
http://www.saic.com/customer/moi/download/AL_Where_Req'd_by_Contract.pdf

Lessor – Additional Insured and Loss Payee (CA 20 01 10 01)
http://www.saic.com/customer/moi/download/AL_Lessor_Loss_Payee.pdf

Insurance Primary As To Certain Additional Insureds (AIG Form 74445 (10/99))
http://www.saic.com/customer/moi/download/AL_Primary_Insured.pdf

Waiver of Transfer of Rights Of Recovery Against Others To Us (AIG Form 62897 (06/95))
http://www.saic.com/customer/moi/download/AL_Waiver_of_Subrogation.pdf

WORKERS' COMPENSATION & EMPLOYERS LIABILITY ENDORSEMENTS:

Waiver of Our Right To Recover From Others
http://www.saic.com/customer/moi/download/WC_Waiver_of_Subrogation.pdf

Alternate Employer Endorsement
http://www.saic.com/customer/moi/download/WC_AE_Endorsements.pdf

UMBRELLA LIABILITY ENDORSEMENTS:

Additional Insured – please note that because the AIG Umbrella Prime form #80517 05/06 policy definition of an Insured includes: "Any person or organization, other than the Named Insured, included as an additional insured under the Schedule of Underlying Insurance, but not for broader coverage than would be afforded by such Schedule of Underlying Insurance" that there is no separate Additional Insured endorsement applicable to this policy. Therefore, if you are an Additional Insured on the General Liability or Automobile Liability policies above, that status extends to the Umbrella Liability policy as well.

Transfer of Rights of Recovery (Waiver of Subrogation) – please note that because the AIG Umbrella Prime form #80517 05/06 policy states that "If, prior to the time of an Occurrence, you and the insurer of Scheduled Underlying Insurance waive any right of recovery against a specific person or organization for injury or damage as required under an Insured Contract, we will also waive any rights we may have against such person or organization." that there is no separate Waiver of Subrogation endorsement applicable to these policy. Therefore, if you are granted a Waiver of Subrogation on the General Liability, Automobile Liability or Employers Liability policies above, that status extends to the Umbrella Liability policy as well.

PROFESSIONAL LIABILITY ENDORSEMENTS:

Additional Insured – Where Required by Contract or Agreement
http://www.saic.com/customer/moi/download/E&O.pdf

Waiver of Subrogation – please note that the policy wording states that "However, it is agreed that the Underwriters waives its rights of subrogation under this policy against any person or organization as respects Claims arising from Professional Services or Contracting Services provided under a contract to perform such Professional Services or Contracting Services which requires a waiver of subrogation, but only to the extent required by written contract. Therefore, if our contract requires we waive our rights of subrogation in your favor, the waiver extends to this policy.

NOTICE OF CANCELLATION:

Please note that due to the very large number of contracts that SAIC and its subsidiaries enter into each year, the above policies do not contain an endorsement obligating the insurer to provide any advance written notice directly to anyone but SAIC. However, insurers have endorsed their policy to provide SAIC with 90 days advance written notice of any cancellation (except 10 days for non-payment of premium) so as to enable SAIC to provide any required Notices to its customers in accordance with agreed to contract terms and conditions.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of

Policy No. GL 440-62-61 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): **ANY PREMISES OR PART THEREOF LEASED TO YOU.**
2. Name of Person or Organization (Additional Insured): **ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS THE MANAGER OR LESSOR OF PREMISES TO YOU.**
3. Additional Premium: **INCLUDED**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section **II**) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS A LESSOR UNDER TERMS OF AN EQUIPMENT LEASING CONTRACT YOU ENTER INTO WITH SUCH PERSONS OR ORGANIZATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
ALL VENDORS	**ALL PRODUCTS**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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ENDORSEMENT

This endorsement, effective **12:01 A.M. 04/01/2011** forms a part of

Policy No. GL 440-62-61 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: "PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of

Policy No. CA 430-94-15 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of

Policy No. CA 430-94-15 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT – NEW YORK

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured,** is amended to add:

"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided through this endorsement will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/01/2011	Countersigned By:
Named Insured: SAIC, INC. SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): "Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of

Policy No. CA 430-94-17 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/01/2011	Countersigned By:
Named Insured: SAIC, INC.	(Authorized Representative)

SCHEDULE

Insurance Company NATIONAL UNION FIRE INS CO OF PITTSBURGH, PA Policy Number CA 430-94-16 Effective Date 04/01/2011	Expiration Date 04/01/2012
Named Insured SAIC, INC. Address 10260 CAMPUS POINT DR., M/S A3-G SAN DIEGO, CA 92121	
Additional Insured (Lessor) ANY LESSOR UNDER CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THAT LESSOR Address	
Designation or Description of Leased "Autos" ANY AUTO LEASED UNDER CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR	

Coverages	Limit Of Insurance
Liability	$ Each "Accident"
Medical Expense Benefits Income Loss Benefits	$ Each Person $ Each Person
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ For Each Covered "Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ For Each Covered "Auto"
Specified Causes of Loss	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: $ For Each Covered "Auto"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule.
2. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

MASSACHUSETTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: **SAIC, INC.**	
Endorsement Effective Date:	**04/01/2011**
Countersignature Of Authorized Representative	
Name:	
Title:	
Signature:	
Date:	

SCHEDULE

Insurance Company: **NATIONAL UNION FIRE INS CO OF PITTSBURGH, PA**	
Policy Number: CA 430-94-17	**Effective Date:** **04/01/2011**
Expiration Date: **04/01/2012**	
Named Insured: **SAIC, INC.**	
Address: 10260 CAMPUS POINT DR, M/S A3-G SAN DIEGO, CA 92121	
Additional Insured (Lessor): **AS KNOWN TO INSURER**	
Address:	
Designation Or Description Of "Leased Autos": **ON FILE WITH COMPANY**	

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COVERAGES	LIMITS OF INSURANCE
COMPULSORY BODILY INJURY	$20,000 EACH PERSON $40,000 EACH ACCIDENT
LIABILITY INSURANCE	
OPTIONAL BODILY INJURY	$ EACH PERSON $ EACH ACCIDENT
PROPERTY DAMAGE (COMPULSORY LIMIT $5,000)	$ EACH ACCIDENT
LIABILITY	$ 1,000,000 EACH ACCIDENT
PHYSICAL DAMAGE INSURANCE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS
COMPREHENSIVE	$ Deductible FOR EACH COVERED AUTO
SPECIFIED CAUSES OF LOSS	$ Deductible FOR EACH COVERED AUTO
COLLISION	$ Deductible FOR EACH COVERED AUTO
LIMITED COLLISION	$ Deductible FOR EACH COVERED AUTO
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

B. **Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto."

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2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part or if the loss is the result of arson, theft or any other means of disposal committed by you or at your direction.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. **Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. **Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of

Policy No. CA 430-94-15 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of

Policy No. CA 430-94-16 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of

Policy No. CA 430-94-17 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of

Policy No. CA 430-94-15 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of

Policy No. CA 430-94-16 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of

Policy No. CA 430-94-17 issued to SAIC, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah or Washington.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011 Policy No. WC 061-96-7336 Endorsement No.
Insured Premium
SAIC, INC.

Insurance Company
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011 Policy No. WC 061-96-7336 Endorsement No.
Insured Premium $ INCLUDED
SAIC, INC.

Insurance Company
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by _____

WC 43 03 05
(Ed. 7-00)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah or Washington.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011 Policy No. WC 061-96-7338 Endorsement No.
Insured Premium
SAIC, INC.

Insurance Company
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL TEXAS OPERATIONS

3. Premium:
   The premium charge for this endorsement shall be __2%____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011 Policy No. WC 061-96-7339 Endorsement No.
Insured Premium $ INCLUDED
SAIC, INC.

Insurance Company Countersigned by _____
NEW HAMPSHIRE INSURANCE COMPANY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah or Washington.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011 Policy No. WC 061-96-7340 Endorsement No.
Insured Premium
SAIC, INC.

Insurance Company Countersigned by _____
NATIONAL FIRE INS CO OF PITTSBURGH, PA.

WC 00 03 13
(Ed. 4-84)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah or Washington.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2011 Policy No. WC 061-96-7341 Endorsement No.
Insured Premium
SAIC, INC.

Insurance Company Countersigned by _____
THE INS CO OF THE STATE OF PENNSYLVANIA

WC 00 03 13
(Ed. 4-84)

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to prep aration of the policy).

This endorsement, effective 12:01 AM 04/01/2010 forms a part of Policy No. WC 020-34-2415

Issued to SAIC, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

(1) Alternate Employer and Address (2) State of Special or Temporary Employment (3) Contract or Project

(1) Alternate Employer : ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES

WC 00 03 01A
(Ed. 02/89)

Countersigned by _____

Authorized Representative

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2010 forms a part of Policy No. WC 020-34-2415

Issued to SAIC, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer	Address	State of Special or Temporary Employment
ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES		

WC 00 03 01
(Ed. 4/84)

Countersigned by _____

Authorized Representative

CALIFORNIA BROAD FORM ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2010 forms a part of Policy No. WC 020-34-2416

Issued to SAIC, INC.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by all alternate employers. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Contract or Project:

ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES

WC 99 04 25
(Ed. 05/06)

Countersigned by _____

Authorized Representative

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to prep aration of the policy).

This endorsement, effective 12:01 AM 04/01/2010 forms a part of Policy No. WC 020-34-2417

Issued to SAIC, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

(1) Alternate Employer and Address (2) State of Special or Temporary Employment (3) Contract or Project

(1) Alternate Employer : ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES

WC 00 03 01A
(Ed. 02/89)

Countersigned by _____

Authorized Representative

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to prep aration of the policy).

This endorsement, effective 12:01 AM 04/01/2010 forms a part of Policy No. WC 020-34-2418

Issued to SAIC, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

(1) Alternate Employer and Address (2) State of Special or Temporary Employment (3) Contract or Project

(1) Alternate Employer : ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES

WC 00 03 01A
(Ed. 02/89)

Countersigned by _____

Authorized Representative

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2010 forms a part of Policy No. WC 020-34-2419

Issued to SAIC, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer	Address	State of Special or Temporary Employment
ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES		

WC 00 03 01
(Ed. 4/84)

Countersigned by _____

Authorized Representative

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to prep aration of the policy).

This endorsement, effective 12:01 AM 04/01/2010 forms a part of Policy No. WC 020-34-2420

Issued to SAIC, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

(1) Alternate Employer and Address (2) State of Special or Temporary Employment (3) Contract or Project

(1) Alternate Employer : ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES

WC 00 03 01A
(Ed. 02/89)

Countersigned by _____

Authorized Representative

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to prep aration of the policy).

This endorsement, effective 12:01 AM 04/01/2010 forms a part of Policy No. WC 020-34-2421

Issued to SAIC, INC.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

(1) Alternate Employer and Address (2) State of Special or Temporary Employment (3) Contract or Project

(1) Alternate Employer : ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES

WC 00 03 01A
(Ed. 02/89)

Countersigned by _____

Authorized Representative

ENDORSEMENT NO. 4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

It is agreed that any person or organization as required by contract or agreement is included as an Additional Insured, but solely with respect to liability arising out of Professional Services or Contracting Services performed by or on behalf of the Named Insured and only to the extent required by contract or agreement, subject to the Limit of Liability and all other terms, conditions and limitations of this policy. It is further agreed that this insurance will be primary and non-contributory with any other available insurance, when required by contract or agreement.

All other terms and conditions remain unaltered.

Annex O
DEBRIS MANAGEMENT SITE CHECKLISTS

Debris Management Site Checklist

The following checklist will be completed by the debris removal services contractor when determining debris management sites prior to commencement of any debris-related activities. Attach any additional documentation to this checklist and submit to the Waste Resource Management Division and Parks and Natural Resources.

Checklist Item	Date	Notes	Initials
Take aerial or ground photos before debris operations begin.			
Document existing structures, including fences, culverts or irrigation systems, and landscaping.			
Document proximity to high population densities: ▪ Neighborhoods ▪ Schools ▪ Businesses ▪ High traffic thoroughfares			
Document proximity to natural running water or potable water wells.			
Research and document the past ownership and use of the property.			
Document any historic structures or related issues.			
Document any nearby archaeological sites.			
Collect soil samples and report findings to the Polk County Growth Management Division, Parks and Natural Resources, and the Florida Department of Environmental Protection (FDEP).			
Collect groundwater samples and report findings to Growth Management Division, Parks and Natural Resources and FDEP.			
Coordinate with FDEP and the Federal Emergency Management Agency (FEMA) environmental representative to determine any endangered species on or near the site that may be adversely affected by debris operations.			
Sketch site operation layout.			
Determine traffic circulation strategy (ingress/egress).			
Identify possible locations for incineration of debris. Obtain any applicable permits for incineration operations. Assembly and closeout of incinerator will follow any local, state and federal regulations.			

Checklist Item	Date	Notes	Initials
Obtain applicable permits (circle and attach): ▪ Waste processing and recycling permit ▪ Temporary land-use permits ▪ Air quality permits ▪ Water quality permits ▪ Coastal commission land-use permits ▪ Household Hazardous Waste (HHW) permits ▪ Fire permits ▪ Burn permits (issued daily)			

Annex P
MUNICIPAL CHECKLISTS

Municipal Checklist

The following checklist will be completed by each municipal representative designated to oversee debris removal operations within the municipal boundaries prior to commencement of any debris-related activities. Attach any additional documentation to this checklist and submit to the Roads & Drainage Division.

Checklist Item	Date	Notes	Initials
Exchange contact information with monitoring firm, debris removal contractor and County representatives			
Conduct damage assessment of municipality			
Document debris estimates and digital photos of damage			
Identify emergency road clearance priorities for necessary Fire Rescue			
Provide cubic yard (CY) estimate to the County, debris removal contractor and the monitoring firm			
Provide road list/GIS centerline data to the County and the monitoring firm			
Identify types of debris services needed (for example, household hazardous waste, white goods, leaners/hangers)			
Issue press release to educate municipal residents on debris removal process and proper debris set-out procedures			

Annex Q
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GUIDANCE

Florida Department of Environmental Protection Guidance for Establishment, Operation and Closure of Staging Areas for Hurricane-generated Debris
November 19, 2004 (updated 09-22-05)

General Information

1. The Department of Environmental Protection (Department) understands that in addition to other requirements by the Federal Emergency Management Agency (FEMA), staging areas must be approved by the Department in order for the owner/operator of the staging area to receive Public Assistance funds from FEMA. Field authorizations for staging areas by the Department may be issued prior to or following a site inspection by Department personnel for staging areas to be used for temporary storage and processing of Hurricane-generated debris. Field authorizations for debris staging areas may only be issued by the Department subsequent to an Executive Order by the Governor declaring a state of emergency or an Emergency Final Order by the Secretary of the Department authorizing debris staging areas.

2. Field authorizations for staging areas may be requested by providing oral or written notice to the Department containing the following information.

   - A description of the staging area design: For example, is the staging area an open field or paved? Is it near bodies of water or potable wells? What areas would be used for staging debris and for processing?

   - Plans for operation of the staging area: For example will it be used for staging only or also processing? What wastes will be managed and what are the anticipated operating hours and days of the week when the site will be open? Who can bring wastes to the site? If processing occurs, what type is expected?

   - The location of the staging area should be provided including the address and if possible, its latitude and longitude or directions from major roadways.

   - The name, address, and telephone number of the site manager should be provided.

3. The Department prefers that requests for approval of staging areas be made by solid waste officials in the county or city where the staging area is located. Such staging areas do not need to be owned by the local government but must have county or city (or its designated contractors) oversight and management. The Department may consider approving the private operation of staging areas on a case-by-case basis.

4. The owner or operator of each staging area should keep records of the amount and type of waste received, waste sent off-site for disposal or recycling, and waste left on-site. Such records can be very valuable for demonstrating that the staging area has been operated in accordance with applicable regulations and orders. These records should be kept at a location designated by the site manager and made available for review by Department staff upon request.

Location of Staging Areas

5. If possible, it is advisable to test the soil, groundwater and/or surface water at a proposed staging area prior to receipt of Hurricane-generated debris to establish pre-existing conditions.

6. Staging areas for debris other than yard trash and uncontaminated vegetative debris must not be located within 500 feet of a potable water well, unless otherwise approved by the Department. Staging areas for yard trash and uncontaminated vegetative debris must not be located within 100 feet of a potable water well, unless otherwise approved by the Department.

7. Staging areas for debris other than yard trash and uncontaminated vegetative debris must not be located within 200 feet of a natural or artificial body of water, unless otherwise approved by the Department. Staging areas for yard trash and uncontaminated vegetative debris must not be located within 50 feet of a natural or artificial body of water, unless otherwise approved by the Department.

8. In no case should a staging area be located in wetlands or a water body.

Operation of Staging Areas

9. Staging areas should have:

- Stormwater controls, such as silt fences, to prevent discharge of contaminated runoff into water bodies where such discharge may cause violations of Department standards (example: turbidity);

- Some method to control the offsite migration of dust, wood chips or other debris residuals from vehicular traffic and from the handling of debris and ash;

- Some type of access control to prevent unauthorized dumping and scavenging; and,

- Spotters to correctly identify and segregate waste types for appropriate management.

10. Only construction and demolition debris, land clearing debris, yard trash, vegetative waste, or Class III waste may be stored at the staging area. Class I waste (such as household garbage, putrescible waste, or mixed wastes containing these materials) must be removed from the staging areas and disposed of as soon as practicable to prevent odor, vectors and sanitary nuisances. Again, spotters should be used during waste pickup and/or at the staging areas to correctly identify and segregate waste types for appropriate management. The following management options for the Hurricane-generated debris must be followed.

    - Class I wastes, including all mixed wastes, must be disposed of at a Class I landfill or, except for asbestos-containing materials, in a waste-to-energy facility.

    - Non-recyclables and residuals generated from segregation of Hurricane-generated debris shall also be disposed of in a Class I landfill or waste-to-energy facility.

    - Uncontaminated yard trash may be disposed of in permitted lined or unlined landfills, permitted land clearing debris facilities or permitted construction and demolition debris disposal facilities.

    - Uncontaminated yard trash and clean wood may be processed at a registered yard trash processing facility.

    - Construction and demolition debris that is mixed with other Hurricane-generated debris need not be segregated from other solid waste prior to disposal in a lined landfill. Construction and demolition debris that is either source-separated or is separated from other Hurricane-generated debris at an authorized staging area may be managed at a permitted construction and demolition debris disposal or recycling facility upon approval by the Department of the methods and operational practices used to inspect the waste during segregation.

    - Unsalvageable refrigerators and freezers containing solid waste such as rotting food that may create a sanitary nuisance may be disposed of in a Class I landfill; provided, however, that chlorofluorocarbons and capacitors must be removed and recycled to the greatest extent practicable using techniques and personnel meeting the requirements of 40 CFR Part 82.

11. Burning of Hurricane-generated yard trash, other vegetative debris, and in some cases demolition debris, provided reasonable efforts are made to limit the demolition debris being burned to untreated wood, is allowed in air curtain

incinerators (ACIs) if the conditions of the appropriate Emergency Order[1] are followed. The following additional information is provided for operation of the ACIs and management of the ash residue.

- The ACI burn area should have a minimum setback distance of 100 feet from the debris piles and 1000 feet from the nearest building, or as required by the local Fire Department.

- Ash should be removed from the ACI burn pit when the level reaches approximately two feet below the lip of the burn pit and the burn should be extinguished 2 hours before removal of the ash.

- As required in the Order, ash residue from the combustion of yard trash or clean wood wastes may be disposed of in a permitted disposal facility, or may be land spread in any areas approved by local government officials except in wellfield protection areas or water bodies.

- As required in the Order, ash from the combustion of other Hurricane-generated debris shall be disposed of in a Class I landfill. Metals or other non-combustible materials segregated from the ash residue may also be disposed of in an unlined, permitted landfill.

12. Open burning of Hurricane-generated vegetative debris must receive prior authorization from the Division of Forestry. Ash from this burning may be disposed or used as described above for ACIs.

13. Chipping and/or grinding of Hurricane-generated vegetative debris is encouraged to help reduce the volume of the material. The Department recommends the following guidelines for managing the volume reduced material.

    - In accordance with National Fire Protection Association[2], mulch and chip piles should not exceed 18 feet in height, 50 feet in width and 350 feet in length. Piles should be subdivided by fire lanes having at least 25 feet of clear space at the base around each pile. These piles should not be compacted.

    - Smoking should only be allowed in designated areas well away from the combustible material.

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[1] The Emergency Orders can be obtained from the Department's website at the following address: http://www.dep.state.fl.us/mainpage/em/. The Emergency Orders also include information on the management of domestic wastewater residuals.
[2] NFPA 230, "Standard for the Fire Protection of Storage"

• Possible uses of the size reduced material include: (1) a soil amendment where it is disked into the soil or mixed with potting soil; (2) as mulch for weed control, moisture retention, soil temperature control, erosion control or slope stabilization; (3) fuel; (4) feedstock for composting operations; (5) animal bedding material; and (6) pulp wood.

• Use of the size reduced material as a soil amendment must be at normally accepted agronomic rates as determined by industry practice. Recommendations for appropriate application rates by the Institute of Food and Agricultural Sciences[3] (IFAS) may be used, and can be obtained from the local IFAS Agricultural Extension agent.

• The use of mulch must be considered beneficial rather than disposal. Mulch must not be placed in water bodies or on wetlands.

Closure of Staging Areas

14. Staging areas for Hurricane-generated debris are temporary locations that can be used for the duration of the Emergency Order or as otherwise approved by the Department. The following guidelines apply to the closing of temporary staging areas.

• Owner/operators of the staging areas must contact the Department prior to closing a staging area to discuss and coordinate what will be required for closure including environmental sampling, if needed.

• All Hurricane-generated debris must be removed by the expiration of the Emergency Order, unless otherwise approved by the Department.

• Mulch produced from processing vegetative debris may be left on-site if prior approval is obtained from the Department. The Department will consider these requests on a case-by-case basis.

• Areas that were only used to stage vegetative debris, or ash from burning solely vegetative debris, will not require any environmental sampling after the debris or ash is removed unless there is reason to believe that the area may have become contaminated (e.g., significant visible staining or known contaminant releases in the area).

• Areas that were used to stage mixed debris, or ash from burning mixed debris, will normally require environmental sampling after the debris or ash is removed unless there is reason to believe that no contamination of

[3] The web address for IFAS is http://www.ifas.ufl.edu/

the area occurred (e.g., the area is paved with asphalt or concrete and there is no visible evidence of staining or known contaminant releases).

• When environmental sampling for soils and groundwater is needed, it should typically include at least one soil sample and one groundwater monitoring well in areas showing significant visible staining or areas believed to be impacted by the staged waste or ash. Unless otherwise approved by the Department, these samples should normally be analyzed for total RCRA metals, volatile organic compounds and semi-volatile organic compounds using approved EPA methods. The Department can also require other approaches to conducting environmental sampling at staging areas on a case-by-case basis.

15. The Department must be informed in writing when all closure activities at the staging area are completed. If environmental sampling was conducted as part of the closure activities, then the closure notice should include the results of this sampling, unless otherwise approved by the Department.

Annex R
HEALTH AND SAFETY STRATEGY

Purpose

The purpose of this health and safety document is to supplement the existing Polk County Safety Manual with regard to debris removal activities. These are recommended baseline safety provisions. Ultimately, health and safety is the responsibility of the contracted parties involved in debris removal activities. This document will outline some of the general steps necessary to provide a safe work environment for the employees of monitoring firm and debris removal contractors. In addition, this document will identify some representative work hazards as well as appropriate measures to reduce risk of injury.

Dissemination of Information

The monitoring firm and debris removal contractors' project managers will be provided with this document and will be expected to disseminate the information and guidelines to their respective personnel. A copy of the document should be available for consultation. In addition, elements of the document will be reviewed from periodically throughout the project to increase worker awareness.

Compliance

The monitoring firm and debris removal contractors' project managers are responsible for the health and safety compliance of their respective personnel and subcontractors. Any crews or individuals that are not compliant shall be suspended from debris removal activities until the situation is remedied. Frequent offenders of safety policies and procedures will be dismissed from the project entirely.

Job Hazard Assessment

Though debris removal activities are fairly similar among events, assessing the particular hazards of each disaster is an important part of maintaining health and safety for the debris removal workers. At a minimum, the following areas of focus should be considered as part of a job hazard assessment:

- **Disaster Debris** – Disasters that result in property damage typically generate large quantities of debris which must be collected and transported for disposal. The type of debris varies depending on the characteristics of the region (for example terrain, climate, dwelling and building types, population) and the debris-generating event (for example type, event strength, duration). In addition, the disaster debris produces a host of uneven surfaces which must be carefully negotiated.

- **Debris Removal** – Often the removal of disaster debris involves working with splintered or sharp edges of vegetative or construction material debris. Many disasters involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury.

- **Removal Equipment** – In most disasters, debris must be removed from the public right-of-way (ROW) to provide access for emergency vehicles and subsequent recovery efforts. Debris collection and removal requires the use of heavy equipment and power tools to trim, separate and clear disaster debris.

- **Traffic Safety** – The ROW is located primarily on publicly maintained roads. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, disasters often damage road signs, challenging safety on the road.

- **Wildlife Awareness** – Disasters are traumatic events for people as well as wildlife. Displaced animals, reptiles and insects pose a hazard to debris removal workers.

- **Debris Disposal** – After disaster debris is collected it is often transported to a debris management site (DMS). Upon entry to a DMS, the monitoring firm will assess the volume of disaster debris being transported. The collection vehicle will then dispose of the disaster debris, at which time the debris will be reduced either through a grinding operation or incineration. The DMS is a common area for injury. Response and recovery workers in this environment are more likely to be exposed to falling debris, heavy construction traffic, noise levels, dust and airborne particles from the reduction process.

- **Climate** – Debris-generating disasters often occur in areas or seasons with extreme weather conditions. The effects of temperature and humidity on physical labor must be monitored, and proper work-rest intervals must be assessed.

Administrative and Engineering Controls

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. The following are some of the common administrative and engineering controls used in the debris removal process:

<u>Collection Operations</u>

- Conduct debris removal operations during daylight hours only.
- Limit clean-up operations to one side of the road at a time.
- Limit collection work under overhead lines.
- Inspect piles before using heavy equipment to remove them to ensure that there are no hazardous obstructions.
- Make sure that all collection vehicles have properly functioning lights, horns and back-up alarms.
- Load collection vehicles properly to guard against overloading or unbalancing.
- Cover and secure loads, if necessary.

- When monitoring the collection process, stay alert in traffic and use safe driving techniques.

Power Tools

- Inspect all power tools before use.
- Do not use damaged or defective equipment.
- Use power tools for their intended purpose.
- Avoid using power tools in wet areas.

Debris Reducing Machinery (for example, Grinders/Wood Chippers)

- Do not wear loose-fitting clothing.
- Follow the manufacturer's guidelines and safety instructions.
- Guard the feed and discharge ports.
- Do not open access doors while equipment is running.
- Always chock the trailer wheels to restrict rolling.
- Maintain safe distances.
- Never reach into operating equipment.
- Use lock out/tag out protocol when maintaining equipment.

Temporary Debris Storage and Reduction Sites/Disposal Operations

- Use jersey barriers and cones to properly mark traffic patterns.
- Use proper flagging techniques for directing traffic.
- Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
- Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).
- Monitor towers must be surrounded by jersey barriers which protect the tower and monitors from being struck by inbound or outbound collection vehicles.
- Monitor towers should be located upwind from dust- and particulate-generating activities.
- A water truck should spray the site daily to control airborne dust and debris.

Personal Protective Equipment

Personal Protective Equipment (PPE) is the last resort in providing a safe working environment for employees. PPE does not eliminate or even reduce hazards as administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between individuals and workplace hazards.

PPE should only be used for its intended purpose. For example, using the wrong type of respirator might expose the worker to carcinogenic particulates. Properly fitting the equipment to the user may require examination by a medical professional. PPE that does not fit well will not provide maximum protection and will decrease the likelihood of the individual continuing to use the equipment. Furthermore, improper use may result in serious injury or death. The proper use of the equipment is outlined in detail in the manufacturer's instructions.

The following PPE may be applicable in standard ROW, right-of-entry, and vegetative, and construction and demolition debris removal activities:

- **Head Protection** – This includes equipment designed to provide protection for an individual's head against hazards such as falling objects or the possibility of striking one's head against low hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection - Protective Headwear for Industrial Workers – Requirements."

- **Foot Protection** – This includes equipment designed to provide protection for an individual's feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, "American National Standard for Personal Protection-Protective Footwear."

- **Hand Protection** – This includes equipment designed to provide protection for an individual's hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary is dependent upon the situation and characteristics of the gloves. For instance, specific gloves would be used for protection against electrical hazards, while the same gloves may not be appropriate in dealing with sharp or abrasive surfaces.

- **Vision/Face Protection** – This includes equipment designed to provide protection for an individual's eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection." Again, the type of eye/face protection necessary is dependent upon the situation and characteristics of the equipment. For instance, eye and face protection used by individuals who are welding may not be appropriate for individuals operating a wood chipper.

- **Hearing Protection** – This includes equipment designed to provide protection for an individual's hearing against prolonged exposure to high noise levels. According to the Occupational Safety and Health Administration (OSHA), the permissible level of sound is an average of 90 decibels over the course of an eight hour work day. For anything above the permissible sound exposure level, hearing protection is required. PPE used to protect hearing must comply with ANSI S3.19-1974, "American National Standard Practice for Personal Protection - Hearing Protection."

- **Respiratory Protection** – This includes equipment designed to provide protection for an individual's respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE used to protect the respiratory system must comply with ANSI Z88.2-1992. In addition, the use of respiratory protection requires a qualitative fit test and in some cases a pulmonary fit test by a licensed medical professional.

Personal Protective Equipment Debris Removal Activity

PPE requirements are made based upon the results of the job hazards assessment. The following list of PPE is organized by debris removal activity and is meant to be a representative list. Specific PPE requirements vary from location to location. In general, individuals involved in the debris removal process should personally monitor water consumption to avoid dehydration and use appropriate skin protection (for example, breathable clothes, light colors, sunscreen). Ultimately, the selection of PPE is the responsibility of the monitoring firm and debris removal contractors' project managers.

Debris Collection Monitoring

The hazards of disaster debris collection monitoring include, but are not limited to, being struck by vehicles; falls or trips on uneven surfaces; cuts, abrasions or punctures from vegetative or C&D sharps. PPE requirements include the following:

- Reflective vest
- Foot protection (for example, rugged shoes or boots; steel toe and shank, if required)
- Long pants

Debris Disposal Monitoring

The hazards of disaster debris disposal monitoring include, but are not limited to, being struck by or caught in between vehicles; falls or trips on stairs or uneven surfaces; cuts, abrasions or punctures from vegetative or C&D sharps; and being struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include the following:

- Reflective vest
- Foot protection (for example, rugged shoes or boots; steel toe, if required)
- Long pants
- Hard hat

Debris Removal

The hazards of disaster debris removal include, but are not limited to, being struck by vehicles; falls or trips on uneven surfaces; cuts, abrasions or punctures from vegetative or C&D sharps; and airborne debris. In addition, PPE requirements include:

- Reflective vest
- Vision and hearing protection
- Foot protection (for example, rugged shoes or boots; steel toe and shank, if required)
- Long pants

Debris Disposal and Reduction

The hazards of disaster debris disposal and reduction include, but are not limited to, being struck by or caught in between vehicles; falls or trips on uneven surfaces; cuts, abrasions or punctures from vegetative or C&D sharps; being struck by falling disaster debris; and airborne particles. PPE requirements include the following:

- Reflective vest
- Foot protection (for example, rugged shoes or boots; steel toe, if required)
- Vision and hearing protection
- Long pants
- Hard hat

Debris Cutting and Trim Work

The hazards of disaster debris cutting and trimming work include, but are not limited to, being struck by or caught in between vehicles; falls or trips on uneven surfaces; cuts, abrasions or punctures from power tools, vegetative or C&D sharps; being struck by falling disaster debris; and airborne particles. PPE requirements include the following:

- Reflective vest
- Hand and foot protection (for example, rugged shoes or boots; steel toe, if required)
- Vision and hearing protection
- Long pants
- Gloves
- Hard hat

For additional information regarding health and safety requirements, please contact OSHA.

Health and Safety Contact Information	
Occupational Safety and Health Administration	1-800-321-6742

Annex S
POLK COUNTY RISK MANAGEMENT MANUAL

Foreword

Polk County earnestly desires to conduct its operations with the utmost regard for the safety of you, the employee, and the general public. For this reason, we provide equipment, guidelines, specifications, and working conditions designed to promote efficient operations and to reduce hazards that may cause injuries.

We have recognized the fact that accidents can be prevented and that injuries need not occur. The RISK MANAGEMENT MANUAL has been prepared to help you work safely so as to avoid the pain and hardship which accidental injuries can cause you and your families.

Each elected official, department/division director, supervisor and individual worker is responsible for safety. This means that RISK MANAGEMENT must become an essential part of every job we do.

It is the policy of the County to provide safe equipment and safe working conditions. It depends upon you to provide the SAFE WORK! In doing so, you may save yourself unnecessary suffering that is usually associated with a serious accident.

In the absence of any specific rule or regulation in this manual, the Federal and State Standards will be accepted and applicable. Where departmental safety rules exist, and are more stringent, such rules shall supersede those contained herein.

Please become familiar with the Risk Management Policy, Compliance, Authority, and Training requirements contained in this manual. If we all do our share, we will continue to make Polk County the county of choice.

Michael Herr
County Manager

Risk Management Policy

Polk County and its employees are to be protected against accidental loss or losses which, in the total during any financial period, would significantly affect personnel, property, the budget or the ability of Polk County to continue to fulfill its responsibilities to taxpayers and the public. Loss of life or major personal injury to employees or members of the public must be avoided.

Polk County will apply the Risk Management Process which includes a systematic and continuous identification of loss exposures, the analysis of these exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with Polk County=s financial resources.

The administration of the Polk County Risk Management Program is assigned to the Risk Manager Director.

Offices and committees necessary to supervise and maintain a viable Risk Management Program are identified in the following sections to include delineation of areas of operation, responsibility and authority as well as identification of procedures for uniform enforcement of the Risk Management Program.

Compliance

Each employee must assume his/her share of responsibility for their own safety and the safety of their fellow employees. It shall be the duty of every employee to UNDERSTAND and COMPLY with those provisions of this manual that pertain to his/her work. Failure to do so will be considered a willful violation of rules and cause for disciplinary action.

It shall be the duty of the Department/Division Director, Foreman or Supervisor to require all employees working under his/her direction to comply with all applicable rules and practices, and to see that work being performed is carried out in a safe manner, whether or not it is covered by the provisions of this manual or the departmental rules. When an employee considers that the work being done is in violation of this manual or the departmental rules, or that he/she is not protected with sufficient safeguards, or that the work is not being performed in a safe manner, whether or not it is covered by the provisions of this manual or the departmental rules; or if he/she feels that a potentially hazardous situation exists; he/she shall immediately bring the matter to the attention of the supervisor or the foreman.

Being safe and careful is a part of every employee=s job!!

Authority

The Risk Manager has been directed by the County Manager/Constitutional Officers to develop, in cooperation with the various Constitutional Officers, a Risk Management Program for Polk County. Consequently, the Risk Manager has the overall responsibility for developing, implementing and managing the Risk Management Program. To accomplish these responsibilities, the Risk Manager is expected to perform the following:

1. Develop and execute a program to identify insurable risks.

2. Establish safety training courses for employees.

3. Prepare for the County Manager/Constitutional Officer, safety directives and other materials considered necessary for distribution to and within the departments.

4. Survey all areas of County operations with the objectives to improve and promote safety.

5. Consult with Department/Division Directors concerning noted observations and violations of safety rules, the establishment of safety rules, safety training, accident/injury evaluations and maintenance of accident/injury records.

6. Meet with the County insurance consultants and brokers to receive all assistance possible to reduce the accident/injury rate and premium costs.

7. Ensure that all records and reports are made and maintained in accordance with the State and Federal Occupational Safety and Health Act requirements.

Unusual cases or circumstances regarding the County Risk Management Program shall be referred to the Risk Manager.

Training

Training shall begin with the new employee and continue throughout the time they are employed by the County. The type of training, frequency, material presented and by whom presented will vary with departments. However, safety training shall be given to all new employees, regardless of previous experience. This training should include review of:

- County and departmental safety rules and practices.
- Hazards that might exist in the operations in which the new employee will participate.
- Specific needs for personal protective equipment.
- Location of emergency exits, phones, fire extinguisher, first aid kits and other emergency equipment.
- Procedures to follow in the event a specific type of emergency occurs.
- Means of reporting hazards or defective equipment.
- Need for good housekeeping.
- Administrative procedures for reporting of accidents.
- Administrative procedures for reporting of a workers= compensation claim.
- Hazard Communication and Material Safety Data Sheet Review.
- Evacuation procedures.
- Proper dialing and use of 911.
- Drug Free Workplace Policy.
- Transitional Duty Policy
- ADA Compliance Issues
- Violence in the Workplace Policy

Claims

Automobile Accidents

Any automobile accidents which occur in county owned or leased vehicles should immediately be reported to the appropriate law enforcement agency for investigation. The employee/operator of the county vehicle should immediately notify the communication center of the accident via a telephone or radio. Employees who are on county business operating non-county owned vehicles involved in an accident should also follow these same guidelines. If possible, leave the vehicles at their points of final rest after the accident. The only exception to this is if the vehicles are obstructing the traffic flow and/or presenting a danger to the public. All employees and divisions should file necessary reports based on the following guidelines:

1. Employee Responsibilities

a. **The employee should make no statements regarding who was at fault in the accident at the scene or after leaving the scene of the accident to anyone other than Risk Management personnel or those designated by the Risk Management Division**. Risk Management will conduct an investigation to determine the facts of the accident.

b. Within **one** working day after the accident, the employee should complete the Workers= Compensation=s First Report of Injury or Illness form (Exhibit 1) on all accidents, regardless of the extent of damage or severity of injury. The only exception is the inability of the employee to complete these reports due to his/her injuries.

2. Division Responsibilities

a. The supervisor shall complete the Supervisory Investigative Report of Injury (Exhibit 2), the Motor Accident Report form (Exhibit 4) and the division should forward these forms with the First Report of Injury form (Exhibit 1) to the Risk Manager within **one** working day after the accident.

b. Any county vehicle involved in an accident will need to be inspected by the Fleet Management division within three days of the accident. The division is responsible for making the necessary arrangements for this inspection by contacting the Fleet Management Office.

Claims

Automobile Accidents

3. Fleet Management Role

a. After observing and evaluating the damages to county owned vehicles, Fleet Management will conduct the necessary repairs according to their internal procedures.

b. Fleet Management will provide the repair invoice to Risk Management only when Risk Management determines that recovery of the damage amount may be possible from a third party.

4. General

a. All accidents involving any vehicle operated on County business will be reviewed by the Accident Review Committee.

GENERAL LIABILITY CLAIMS

Citizen injuries sustained on County owned or leased property shall be reported immediately by contacting the Safety Regulatory Technician or the Safety Manager. Within one working day of the accident, the reporting employee should complete the Motor Vehicle Accident/General Liability Form (Exhibit 4) and forward this completed form to the Risk Management Department.

Claims and/or suits regarding property damage and/or bodily injury to the public at large allegedly resulting from an employee action or inaction shall be immediately forwarded to the Risk Management General Claims Section.

For those accidents resulting in serious injuries (debilitating or fatal), the Safety Regulatory Technician or the Safety Manager shall be immediately notified by telephone.

Claims

DAMAGE TO COUNTY OWNED/LEASED PROPERTY

Loss of property due to vandalism, theft, and other reasons

Incidents of vandalism and theft should be promptly reported to the police. Subsequently, a complete report should be made to the Risk Management General Claims Section with an appraisal of vandalized or stolen property including a statement of all pertinent information.

Incidents of damage resulting from natural causes such as windstorm, fire, etc. should also be reported to the Risk Management General Claims Section stating cause, nature, and extent of damage.

EMPLOYEE PERSONAL PROPERTY

Generally, employees are discouraged from keeping substantial amounts of personal property in county vehicles or buildings for reasons of security. In the event of loss, the owners' personal homeowner insurance policy should cover this property anywhere in the world. However, each incident of loss is different and should be reported to the Risk Management Division for investigation and specific resolution.

CASUALTY DAMAGE TO COUNTY PROPERTY

Traffic Engineering monitors police reports for damage to county property under their jurisdiction and provides Risk Management with the cost of any repairs. Risk Management then recovers the damages from the party responsible.

RECREATIONAL ACTIVITIES

The County periodically sponsors recreational activities outside working hours. Participation in such activities is purely voluntary.

General Insurance

Certificate of Insurance: A certificate of insurance is evidence that an insurance policy has been issued, and shows the amount and type of insurance provided. It may be used as evidence of reinsurance between companies, and it is the document containing specific details of property covered by the Master or Open policies.

Departments or Divisions that need a certificate of insurance for a special event, leased building, equipment, or vehicle must contact Risk Management Analyst.

General Insurance

Summary of County Insurance Coverage's

Purpose: The following is a brief summary of all exposures that are currently covered in total or in part by insurance. The attached insurance policies list provides additional information on each policy.

All losses, injuries, and accidents are to be reported to the Risk Management Office.

Aviation/Rotorcraft Liability: Insures the County's exposure due to the use of owned aircraft.

Automobile Liability: The County has elected to self-insure its liability resulting from bodily injury and/or property damage arising out of any motor vehicle accident.

Auto Physical Damage for Leased Vehicles: The County has elected to self-insure its liability for leased vehicles.

Boiler and Machinery: Provides the County coverage against loss suffered to or as a result of its boilers and machinery.

Citizens Academy General Liability: Provides coverage for event specific liability.

Commercial Automobile: Provides Physical Damage Coverage for the PGTV mobile TV Station.

Community Service: Provides Accidental Death, Dismemberment and Medical Insurance for Court ordered Community Service Workers.

Contractors Builders Risk: Provides Coverage for various project specific exposures.

Contractors Pollution Liability: Provides coverage for various project specific exposures.

General Insurance

Employee Dishonesty Bond & Crime: Provides coverage for loss of money, securities, and property other than money and securities caused by employee dishonesty.

Health Insurance Stop-Loss: Provides insurance coverage for any health claim per employee that exceeds $400,000.00.

Life Insurance-Law Enforcement & Fire Fighters: Provides life insurance to county law enforcement officers and fire fighters as required by Florida Statutes.

Nursing Home Liability: Provides coverage for The Rohr Home.

Medical Directors Liability: Provides coverage for the Medical Director of Emergency Management Services.

Prison Medical Stop Loss: Provides excess coverage for medical services provided to Polk County jail inmates.

Public Entity Liability (General Liability): Provides coverage for which the County becomes legally obligated to pay because of bodily injury, personal injury, advertising injury, or property damage to which this insurance applies.

Public Officials Liability: Provides coverage for public officials against claims arising out of Awrongful acts@. AWrongful act@ means any actual or alleged error or misstatement or misleading statement, act of omission, neglect, or negligence including misfeasance and nonfeasance by a public official or employee of the County.

Real and Personal Property: Provides coverage on all County buildings and its contents for physical loss or damage except as specifically excluded.

Rohr Home-Patient Trust Fund Bond: Provides surety bond to cover loss of funds deposited by the patients at the Rohr Home.

General Insurance

Tenant Users Liability: Provides coverage for the County for liability as a result of the community service rooms.

Third Party Storage Tank Liability and Corrective Action: Provides coverage for exposures related to County owned storage tanks.

Special Events Liability: Provides coverage for various special events for the CFDC and other divisions of the County.

Excess Workers Compensation: This is a state mandated program which requires the County to pay a self-insured premium/assessment to the state, by Florida statues.

Health Plan Benefits

EMPLOYEE HEALTH PLAN OPTIONS

One of the benefits available to employees and their eligible family members is coverage through the County's Health Plan. There are various plans for **Medical**, **Pharmacy**, **Mental Health & Substance Abuse**, **Dental**, **Vision**, **Employee/Dependent Life**, and **Long Term Disability** insurance. All full-time and part-time regular employees are provided an opportunity to enroll in any of these benefits at the time of employment and/or during designated annual open enrollment periods. The County shares in the cost of the group employee life, long-term disability, medical, pharmacy and mental health insurance benefits; whereas dental and vision premiums are paid entirely by the employee. Summary Plan Descriptions and/or Certificates of Coverage are made available to all plan participants, as well as ID cards and provider directories, when applicable. Any questions or concerns may be addressed by the Risk Management Benefits section at any time prior to, or after enrollment. A brief overview of these benefits follows.

EMPLOYEE MEDICAL/PRESCRIPTION DRUG PROGRAM

The County's Medical/Prescription Drug Program is a self-funded program which offers **two medical plan options**; one with annual deductible/co-insurance for all covered in-network and out-of-network services and the other has no out-of-network benefit except for medically necessary hospital emergency room services, and it has co-payments for office visits and an annual deductible/co-insurance for all other services. These Medical plans have identical nationwide network provider participation for the most part and the covered benefits are also the same. **Aetna** is currently the Third Party Administrator (TPA) for the medical program and premiums are based on 24 deductions per calendar year by one of three coverage types (employee only; employee + one; employee + two or more). Coverage for the Prescription Drug program (administered by **CVS/Caremark**) and a Mental Health & Substance

Abuse program (administered by **Aetna**), are also provided as part of this program at no additional premium.

Diabetes and hypertension Disease Management programs have been implemented. An onsite pharmacist facilitates the program for all participants, and protocol is communicated and enforced accordingly. Co-payments for all medications and applicable supplies are waived for program participants who are in compliance with the protocol.

Health Plan Benefits

EMPLOYEE ASSISTANCE PROGRAM (EAP)

An Employee Assistance Program is designed to help employees and their families address problems that can create stress which affects both mental and physical well-being. **Aetna** administers this program and **three professional consults** are available per problem per year, **at no cost**, regardless of health plan participation.

EMPLOYEE/DEPENDENT LIFE INSURANCE

Basic Term Life Insurance (currently $10,000) is provided by the County at no cost to the employee. This plan includes an **Accidental Death & Dismemberment** benefit also paid by the County that doubles the basic death benefit in the event of accidental death, or pays a benefit for loss of limb or sight.

Supplemental Term Life Insurance is available to the eligible employee at a reasonable rate dependent upon the current contractual arrangements. A new employee may purchase up to 5 times their salary during their initial enrollment period. During every annual open enrollment period, an existing employee may increase their supplemental life insurance benefit in increments of one half or one full times their salary without evidence of insurability, until the 5 times salary or $400,000 maximum benefit is reached. However, when an employee applies for either an increase of more than one times their salary or the employee does not currently have coverage in force, a form must be completed to provide evidence of insurability and the application will go through the carrier's underwriting process.

Dependent Term Life Insurance is available to cover a spouse and every eligible dependent child for one composite rate. If both parents are employees of Polk County, only the children will have dual coverage available. The dependent spouse's coverage cannot exceed 50%, and that of a dependent child cannot exceed 25%, of the total amount of an employee's combined Basic and Supplemental Life insurance coverage. During every annual open enrollment period, an existing employee may increase their Dependent Life

insurance benefit by one plan level, without evidence of insurability. Evidence of insurability requirements for a spouse is the same as that of an employee.

Health Plan Benefits

DISABILITY INSURANCE COVERAGE

The **Long-Term Disability** plan provides a benefit of 60% of an employee's salary up to $1,000/month, after a **180 day** elimination period. This coverage is paid for by the County. The new employee will be eligible for this coverage after six (6) months of employment.

Optional Long-Term Disability Buy-Up coverage may be purchased by the employee. It also is based on 60% of salary but the monthly benefit maximum is increased to $6,000 and the elimination period is reduced to a **90-day** period. The six months of employment requirement still applies. These benefits are subject to current contractual arrangements and the evidence of insurability guidelines apply to applicants who do not elect to enroll in this option during their initial enrollment period. The Certificate of Coverage will provide more benefit and coverage details.

FLEXIBLE SPENDING ACCOUNTS

Flex accounts allow employees to pay for premiums and certain non-covered expenses before taxes are accessed; thereby reducing their taxable income. **Health Care Flexible Spending Accounts** (FSA) allow participants to set aside money tax-free for payment of eligible expenses not paid by their insurance; including but not limited to deductibles, co-payments and /or co-insurance amounts. Eligible expenses can be in connection with medical, dental, vision, prescriptions, and eligible over-the-counter health care related expenses that are incurred by the employee and his/her family members. Medical plan participation is not relevant.

The **Dependent Care FSA** allows participants to set aside money on a tax-free basis to help pay for child/elderly dependent care services that are necessary for the employee (and his/her spouse, if married) to be gainfully employed.

Health Plan Benefits

RETIREE BENEFITS

Those who retire from the County may continue the health insurance coverage in effect at time of separation. Medical plan premiums are subsidized by the County and the State of Florida. The County contributes **3% per year of service** toward the retiree only medical plan premium. Additional plan options are available to County retirees and their eligible dependents that are enrolled in Medicare. The County bills the retiree for all coverage and the retiree is responsible for payment of their premium to the County, in order to receive the County's subsidy. The County's prescription drug program is made available only to members who remain on one of the Aetna plan options. *Effective 01/01/2009, the **3% per year of service** is no longer in effect for individuals who were hired 01/01/2009 and thereafter.*

A subsidy of $**5 per month per year of service** is paid by the State directly to those who have health insurance, if they are receiving an FRS pension benefit. Retirees are responsible for requesting this subsidy from the State of Florida.

Basic Life, Dental and Vision coverage may also be continued upon retirement from the County. Risk Management will facilitate continuation of all desired coverage through one-on-one meetings at the retiree's convenience. The Personnel department will assist with issues/concerns related to the Florida Retirement System (FRS).

Retirees may continue Basic and Supplemental Term Life insurance coverage based on the current contractual arrangements. The retiree is responsible for payment of all life insurance premiums direct to the insurance carrier, with the exception of Basic Life which is billed by Risk Management. The retiree has the option to **'port'** their Supplemental/Dependent Term Life insurance policy, or exercise the **conversion** option with the current carrier when the portability benefit terminates at age 75. Those who leave County employment for reasons other than retirement may also have the portability feature, and Risk Management routinely provides details of these options as part of COBRA and will assist with application preparation upon request.

Health Plan Benefits

ENROLLMENT & CONTINUATION OF COVERAGE

A more detailed summary of the current benefits, prevailing premium information, group number and customer service phone numbers for all benefit plan options is provided in a user-friendly brochure prepared by the Risk Management Benefits section. This brochure, entitled *'We've Got You Covered'***,** is issued to all new BoCC employees, along with individual benefit enrollment forms. This brochure, all enrollment forms, plan documents and web links are also available via the Group Benefits web page.

There is no physical examination or medical underwriting required for enrollment in any of the insurance benefits, provided the employee applies within the **first thirty (30) days of employment.** Thereafter, all requests for enrollment are restricted to the Annual Open Enrollment period, except in the event of a family status change which would support a **Special Enrollment Right**, such as a marriage, divorce, birth of a child or loss/gain of other coverage.

An employee who leaves Polk County Government employment is provided **COBRA** paperwork to accommodate continuation of insurance coverage for themself, and/or any eligible dependent(s) enrolled in the plan at time of separation.

Insurance benefits and rates are subject to change on an annual basis.

Safety Regulatory

Safety is nothing more than exercising Common Sense in the workplace
An effective safety program consists of the following elements:

- Management commitment
- Meaningful participation of employees
- Systematic effort to find safety and health hazards
- Documentation that the identified hazards are fixed
- Training for employees and supervisors to identify and avoid hazards

<u>The ultimate goal being the reduction of injuries, accidents and illnesses.</u>

Responsibilities for the Administration of the County Safety Program

1. **Department/Division Directors, Superintendents and Managers**
   Ensuring that the safety program is a matter of continuing concern, equal in importance to all other operational matters. Provide the necessary support to supervisors for the compliance of the safety program.
2. **Foreman, Equipment Operators and Supervisors**
   Implementation and oversight of the safety program. Responsible for conducting safety meetings. Responsible for the correction of safety problems and shortcomings. Consult with the Safety Regulatory Manager concerning rules, regulations, implementation, record keeping, letters of commendation, and letters of reprimand, site safety, and personal safety. Responsible for Safety training and ensuring all personnel on the job site are qualified to perform their tasks. Responsible for ensuring the job site is safe.
3. **Employee**
   As a condition of employment, every employee is to concern himself/herself with the safety of the work site, co-workers and the general public. You must accept and support safety regulations. Report any unsafe conditions to your immediate supervisor. Submit any suggestions for the improvement of safety through the chain of command.

4. **Safety Regulatory Manager**
   Monitor the County Safety Program. Implement new State and

Federal Safety regulations. Keep the Risk Manager informed of all potential liabilities and safety shortcomings.

Safety Regulatory

Adverse Event

Adverse events must be reported to the Communications Center immediately by calling 534-0360. The Communication Center will then notify the Safety Regulatory Section of Risk Management. Examples of adverse events include:

BOCC vehicle crashes.

Personal vehicle crashes while driving your personal vehicle on BOCC business.

Damage caused by County employees or equipment.

Damage caused by nature.

Fire, theft, burglary, vandalism or other such damage to County property.

Injuries to citizens while on County property or where a County employee Is involved.

Failure to report this information can result in disciplinary action. Should it be determined that the failure to report was an attempt to conceal the incident, disciplinary action may be more severe.

Safety Regulatory

Employee Safety Violations

Should the employee become injured, injure someone, or damage property by violating a safety practice or procedure, the employee shall receive standardized corrective action. Violating a safety practice or procedure could mean, but is not limited to:

Not complying with a safety memorandum
Not complying with a written safety procedure
Not wearing required Personal Protective Equipment
Not wearing a seat belt or not wearing it correctly
Ignoring safety warnings from a supervisor
Violating an OSHA or State safety rule
Careless driving or speeding
Modifying a tool or machine without regard to safety conditions

The supervisor is responsible for making this interpretation. Risk Management will provide guidance when requested to do so.

Corrective actions shall be in accordance with the County Employee Handbook.

Horseplay on the job will not be tolerated. Horseplay on the job will be reported to the respective supervisor. Should an employee instigate or participate in horseplay on the job, corrective action will be taken in accordance with the County Employee Handbook.

County Safety Committee

The Safety Committee will meet every two months at a time and date decided upon by the Chairman. The Safety Committee will be composed of supervisors and non-supervisors from BOCC Divisions and Constitutional Offices. The Safety Committee will be a reflection of the employment diversity of Polk County.

Safety Regulatory

The Purpose of the Safety Committee

The Safety Committee serves as a conduit of information, providing pertinent information to BOCC Divisions and Constitutional Offices. The County Safety Regulatory Manager shall be the Chairman. Prior to the meeting, an agenda will be sent to each member. After the meeting, minutes will be finalized, published and sent to each Division for posting on bulletin boards. Topics for meetings and persons that wish to speak before the committee shall be arranged by the Safety Regulatory Manager and be inserted into the agenda. Safety Committee meetings are open to all BOCC Divisions and Constitutional Offices.

Responsibilities of the Safety Committee

Establish and communicate procedures by which the employer shall conduct internal safety inspections in the workplace.

Establish and communicate procedures by which the employer shall investigate workplace accidents, safety-related incidents, injuries, illnesses, occupational diseases and fatalities.

Serve as a conduit of information exchange between Risk Management, BOCC Divisions, and Constitutional Offices.

Provide information regarding upcoming training opportunities.

Evaluate the effectiveness of and recommend improvements to the employer=s safety rules, policies and procedures for accident and illness prevention programs in the workplace, ensuring updates of the procedures and policies are communicated and distributed.

Ensure all safety committee members are aware of OSHA standards.

Ensure notice of committee meetings is posted in a conspicuous place

Ensure minutes of the meeting are posted in a conspicuous place

Retain all original copies pertaining to the safety committee

Safety Regulatory

Internal Safety Meetings

Each Division shall conduct safety meetings at least once a month. Safety meetings should be of sufficient time to cover the material.

Subjects of the safety meetings shall include but not be limited to:

- Work area safety
- Vehicle safety
- Job specific safety
- Safety exhibits

Safety meetings should be pertinent to employee job classifications.

Safety meetings shall be documented and records maintained for a five-year period by the Division.

Safety and Health Training

Employees shall receive training on the following, as a minimum:

- Safety orientation
- Job specific training
- Re-training of employees, periodically on safety rules
- First aid training
  - Location and ready access to first aid kits
  - First aid and CPR for selected employees
  - Emergency telephone numbers and 9-1-1 dialing procedures

The Safety Regulatory Section will coordinate and provide Safety training for specific technical classes. The training shall include, but not be limited to: Forklift, Confined Space Entry, Lock Out/Tag Out, Trenching and Excavation, and general safety.

Safety Regulatory

Chemicals used in the workplace

It is the duty of every division to safety use, transport, store, or properly dispose of any chemical used in the workplace. The term chemical includes, but is not limited to, fuels, lubricants, solvents, pesticides, paints, chlorine, or any wastes or recycled products generated from their use.

Employees will be provided safety training to include Material Safety Data Sheets (MSDS), product labels, and personal protective equipment. The safety training is to occur at least on an annual basis .Materials Safety Data Sheets will be maintained for every chemical used in the workplace. The MSDS will be accessible to employees at any time they are expected to use the chemicals.

Chemicals will be used in accordance with the product label. All chemical containers will have a label affixed to it; the label must be in agreement with the actual contents of the container. In accordance with federal law, pesticide containers may not be reused.

Divisions that transport chemicals on public roads must be in compliance with Department of Transportation requirements. This requirement may include a CDL driver, placards, shipping papers, and a current copy of the Emergency Response Guide (ERG).

If the use or storage of a chemical carries with it an inspection and/or compliance requirement, it is the responsibility of the respective division to ensure those requirements are met. The Risk Management Division will provide technical assistance and training to the other divisions.

All chemicals spills must be reported immediately to Risk Management. Depending on the chemical, how much is spilled, and where it is spilled, there may be a requirement to contact the Florida Department of Environmental Protection.

Employee Health Services (Wellness Center)

Occupational Health Services

The medical policies and procedures for the *Employee Health Services* have been approved by our Medical Director/Medical Review Officer.

Services Provided

The "Wellness Center" is the primary site for the treatment of work related injuries or illnesses. Employees seeking work related injury care, **MUST** have completed a ***First Report of Injury*** form, and notified the CorVel First Call Program at 1-800-704-2433 for appointment instructions. Services are also provided for employees of the BoCC, and (Constitutional Offices) The Clerk of the Courts, Property Appraiser's Office, Sheriff's Office, Supervisor of Elections, and the Tax Collector's Office.

The "Wellness Center" is also the primary site for performing pre-employment physicals, and the diagnostic tests associated with the different job descriptions. The "Wellness Center" is the main collection/testing site for random drug screens and alcohol breath testing.

The County's Drug Free Workplace program, infection control programs, (hepatitis vaccines, TB testing, etc.), voluntary health risk assessments, health education programs, on-the-job CPR training, and early disease intervention, are coordinated through the "Wellness Center".

The "Wellness Center" is the main site for most employee annual physicals regulated by the Department of Transportation (DOT), Commercial Drivers License (CDL) eligibility, Federal Drug and Law Enforcement (FDLE), and National Fire Protection Association (NFPA).

Employee Health Services (Wellness Center)

The Medical Director may provide telephone consultation to the nurse practitioner to determine recommended actions for prospective employees not meeting screening criteria, providing results handling and Medical Review Officer (MRO), and employee drug screens collected at the Wellness Center. The physician will act as a resource to the Board when it sets County occupational health and safety policies.

Under the direction of the Medical Director, qualified medical staff will provide pre-placement and medical surveillance exams, render advice on issues concerning employee-related health services, provide preventive services, and provide regulatory compliance services, such as infection control exposure training, and CPR training.

Employees of the Wellness Center, work under the supervision of the Health Manager/HIPAA Compliance Officer.

Employee Health Services (Wellness Center)

Primary Care, Early Intervention, Prevention, and Disease Management

Under the direct supervision and care of our Ambulatory Medicine Board Certified, full-time physician, the "Wellness Center" also offers free, non-work related illness or injury treatment, to eligible employees on County time, (colds, flu, upset stomach, headache, and minor medical) currently for an initial visit only. Employees may be referred to a specialist(s) as needed, within our health plan network. Appointments are required in order to better serve our employees. If follow up care is required, your "Wellness Center" staff will coordinate a follow-up appointment with your primary care provider when appropriate.

Symptoms NOT Treated in the Wellness Center

- Symptoms that have been ongoing for 2 weeks or more
- Chronic illness being treated by your personal physician (Including high blood pressure, diabetes, cardiac problems, asthma, arthritis, etc.)
- Severe abdomen pain
- Chest pain
- Cough with chest pain or blood
- Difficulty breathing or shortness of breath (not just a stuffy nose)
- Dizziness or vertigo
- Syncope (fainting episode)
- Migraine headache if:
  - Described as "the worse headache ever"
  - Accompanied by fever or neck pain or stiffness
  - Accompanied by slurred speech
  - Accompanied by any weakness
- Constant nausea and vomiting

- Pregnancy or related problems
- Weakness

Employee Health Services (Wellness Center)

A full-time registered nurse is available at the Wellness Center to meet with employees on a one-on-one basis, to provide disease management, nutrition counseling, disease prevention and more. All medical information is handled with the strictest confidence and will not be disclosed to any unauthorized party.

Annually, *Employee Health Services* coordinates, plans, and prepares the County's Employee Health Fair. This event is the only event that offers free health screens as well as free flu vaccines to all employees of the Polk County Board of County Commissioners, Polk County Clerk of the Courts, Polk County Property Appraiser's Office, Polk County Sheriff's Office, Polk County Supervisor of Elections, and Polk County Tax Collector's Office. These same benefits are extended to spouses of these entities who are insured in the Polk County self-funded health plan, and retirees also insured under the County's health plan.

HIPAA - Health Insurance Portability and Accountability Act of 1996

The intent of the act is to protect health insurance coverage for workers and their families when they change or lose their jobs and to establish national standards for privacy of health data, electronic transaction codes, and security of health data.

- **Who is covered under HIPAA?**

  The Polk County Board of County Commissioners (BoCC) is covered under HIPAA and is defined by the United States Department of Health &

Human Services as a “Hybrid Entity”, in that it is a single legal entity that administers certain programs that are “Covered Entities” (EMS, Rohr Home, Adult Day Care Centers), however, those covered functions are not the primary function of the BoCC.

Specific programs administered by the BoCC are qualified as “Covered Entities”, since they have supervision over electronic transmission of individuals protected health information (PHI). Although health care is an important function of the BoCC, health care is NOT the County’s primary function.

Employee Health Services (Wellness Center)

<u>Covered Entities of the BoCC</u>

- Risk Management
  - Employee Group Health Plan

- Community Health & Social Services
  - Polk HealthCare Plan
  - Adult Day Care Centers
  - Rohr Nursing Home

- Emergency Medical Services
  - Ambulance

- **What key functions make these groups a “Covered Entity”?**
  Covered transactions must occur for a group or individuals to be qualified as a “covered entity”. All the above perform “covered transactions” which include electronic transmission of protected health information (PHI), usually in the form of an invoice or bill with a persons diagnosis and other personal information. PHI is information that relates to an identifiable individual’s health conditions, treatment, or payment. It also includes such private information as social security numbers, medical

record numbers, account numbers, photographs, and any other unique identifier.

- **Is the "Wellness Center" a "Covered Entity"?**

The "Wellness Center" is **not** a "covered entity" because it falls under the description of an employer benefit program/employer on-site medical clinic. Through the "Wellness Center", medical services provided for employees are not billed electronically, nor is PHI transmitted electronically. Although the "Wellness Center" is not bound by the laws of HIPAA, employees of the "Wellness Center" follow the same privacy and confidentiality rules pertaining to employee health records.

HIPAA compliance is administered by the Risk Management Division, under the supervision of the Health Manager/HIPAA Compliance Officer.

Workers' Compensation

Procedures to follow when reporting an on the job injury

All employees should be encouraged to report any on the job injury immediately to their supervisor. The supervisor has knowledge of the injury as soon as he is made aware of the employee's injury/accident. Under the Workers= Compensation Law, you must complete the First Report of Injury and send to Risk Management so it can be received by our Workers= Compensation Carrier within seven (7) days of the employers' first knowledge of the injury. Failure to file the First Report of Injury within this time period shall result in a civil penalty not to exceed $1,000.00 for each late reporting. If an employee is unavailable to sign their name to the First Report of Injury, type in, employee unavailable for signature and send the form to Risk Management/Workers' Compensation. The employee copy of the first Report of Injury should be given to the injured employee, a xerox made for the Supervisor=s file and the other copies sent to Risk Management/Workers' Compensation.

REMEMBER -------- REPORT ALL INJURIES!!!!!!

If Medical Care is not needed

Upon notification of the injury, the supervisor, or his designee, will complete a First Report of Injury and send to Risk Management/Workers' Compensation. If medical care is not needed, the supervisor may allow the employee to work in his usual position. The supervisor will follow-up with the injured employee within 24 hours to determine if there are any implications for medical treatment. If no, follow-up is not necessary.

If Medical Care is needed

Upon notification of the injury, the supervisor or his designee will notify the First Call Program at 1-800-704-2433. The First Call nurse will direct the medical care to a Polk County preferred provider. **YOU ONLY NEED TO CALL IN THE INJURIES THAT REQUIRE MEDICAL ATTENTION.**

Workers= Compensation

First Call should be provided with the following information:

Name
Date & time of accident
Location
Department/Division number (organization & sub-object code)
Brief description of accident
Brief description of injury

Risk Management/Workers' Compensation should be provided with the following information:

Name
Date & time of accident
Location
Department/Division number (organization & sub-object code)
Division phone number
Brief description of accident
Brief description of injury
Physician referred to

The employee will return to work following the physician assessment if more than one (1) hour is remaining on their shift. If the employee will not be returning to work following the physician assessment, either because there is less than one hour remaining on their shift or they are placed on a no-work status, they are to notify the supervisor of their status, as soon as possible.

Up to (4) four hours, including travel time **may** be allowed for attending any authorized physician/provider appointments. Appointments requiring greater than 4 hours of time will require a note from the physicians/providers office documenting the check in time and check out time. This note **must** be forwarded to Risk Management/Workers' Compensation.

Workers= Compensation

Upon return-to-work, the employee will provide the work status certification to their supervisor. Following each follow-up appointment, the employee will provide the supervisor with a work status certification. The supervisor will forward the original work status certification to Risk Management/Workers' Compensation. **IF AN EMPLOYEE DOES NOT HAVE A NOTE FROM AN AUTHORIZED DOCTOR EXCUSING HIM FROM WORK, YOU MAY NOT CHARGE THIS TIME TO WORKERS' COMPENSATION.**

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If an employee has been assigned work modifications for a period of seven (7) days or less, and the supervisor can provide necessary accommodations within the department, accommodations will be provided to facilitate continued employment. If accommodations cannot be made within the department, Risk Management/Workers' Compensation will coordinate return-to-work activities.

Pharmacy Procedure

Workers' compensation employees may take their authorized prescriptions to any pharmacy for filing. Most of the major pharmacies are allowing a discount for workers' compensation prescriptions. No one should authorize prescription drugs except CorVel. The pharmacist should obtain authorization by phoning 1-800-704-2433. If at all possible, for the after hours emergency visits, ask the treating physician for their samples of medications to get you through the night and/or weekend, until the prescription can be filled.

Workers= Compensation

Transitional Duty Policy

Employees who are unable to perform their regular job duties, either due to injury or illness, for a period longer than seven (7) calendar days, will be evaluated for a Transitional Duty position by the authorized treating physician.

Each transitional Duty assignment will be limited to ten (10) weeks from the date of release, and is **NOT** intended as a permanent position. In the case of extenuating circumstances, with physician documentation, Transitional Duty may be extended to the maximum medical improvement date.

If permanent restrictions are assigned by the Physician on the maximum medical improvement date, the employee may be allowed to continue to work in a transitional capacity for forty-five (45) days, while attempts are made to identify alternative full-time or part-time positions.

Transitional Duty is made solely at the discretion of Polk County. Employees released to work in a Transitional Duty capacity may be assigned by management, to any position for which the employee is qualified. A Transitional Duty position does not need to conform to the established pre-injury job description(s) or department(s). The physician is expected to re-evaluate the employee for a release to pre-injury occupation at each follow-up visit.

Workers= Compensation

Employees assigned to Transitional Duty are still fully expected to perform the duties assigned and to adhere to all county policies and procedures.

All employment for Polk County is considered the primary employment of every employee. It is the expectation of Polk County that any outside employment shall not interfere with the Transitional Duty assignments, during any period of medical disability, unless suitable regular employment is not available with Polk County Government.

Use of Medical Facilities

According to Florida Law, the employer has the right to choose the authorized treating physician, except in the case of emergency treatment. In the case of an emergency, the employee should be taken to the nearest medical facility.

Emergency:

Uncontrolled bleeding
Large blood loss
Bleeding - controlled when pressure applied
Loss of consciousness
Difficulty breathing (obstructed airway - gasping for breath)
Seizure (unresponsiveness with uncontrolled movement of body parts)
OR any situation in which the supervisor, using reasonable judgment, warrants as an emergency situation.

All injuries that require medical attention should be called into FIRST CALL. ONLY THE ONES REQUIRING MEDICAL ATTENTION.

Workers= Compensation

SUPERVISOR'S COURSES OF ACTION

Should an employee become involved in a vehicle crash or an on the job injury that may involve on site transportation:

- Supervisor goes to the scene of the crash
- If the employee is transported, the supervisor goes to the hospital emergency room
- Supervisor contacts CORVEL at **1-800-704-2433**
- Supervisor verifies workers' compensation with hospital
- Supervisor make phone calls to family for employee, if requested
- Supervisor ensures employee has transportation from medical facility after release
- Supervisor notifies Safety Section
- Supervisor instructs employee to notify him/her with the Doctor's findings and recommendations, time off work and follow-ups. This shall include the Doctor's orders of returning to work or staying off work for a specified period of time, and the next appointment. Supervisor shall receive the written notice of Doctor's directions to the employee, **make a copy** for the **employee** and transmit the original set of instructions to the Risk Management Workers' Compensation Manager

If the employee does not require immediate treatment or transport from the crash or injury site, and returns to work:

- Supervisor return to the office and fills out the First Report of Injury
- Sends the First Report of Injury through channels to Risk Management/Workers' Compensation.

If the employee is involved in a crash or injured after hours on the job:

- Supervisor goes to the site and follows the above guideline

Miscellaneous Information:

If the employee is involved in a crash after hours, regardless of injury, and the employee comes under the rules of the CDL or Transit Division (refer to the flow chart)

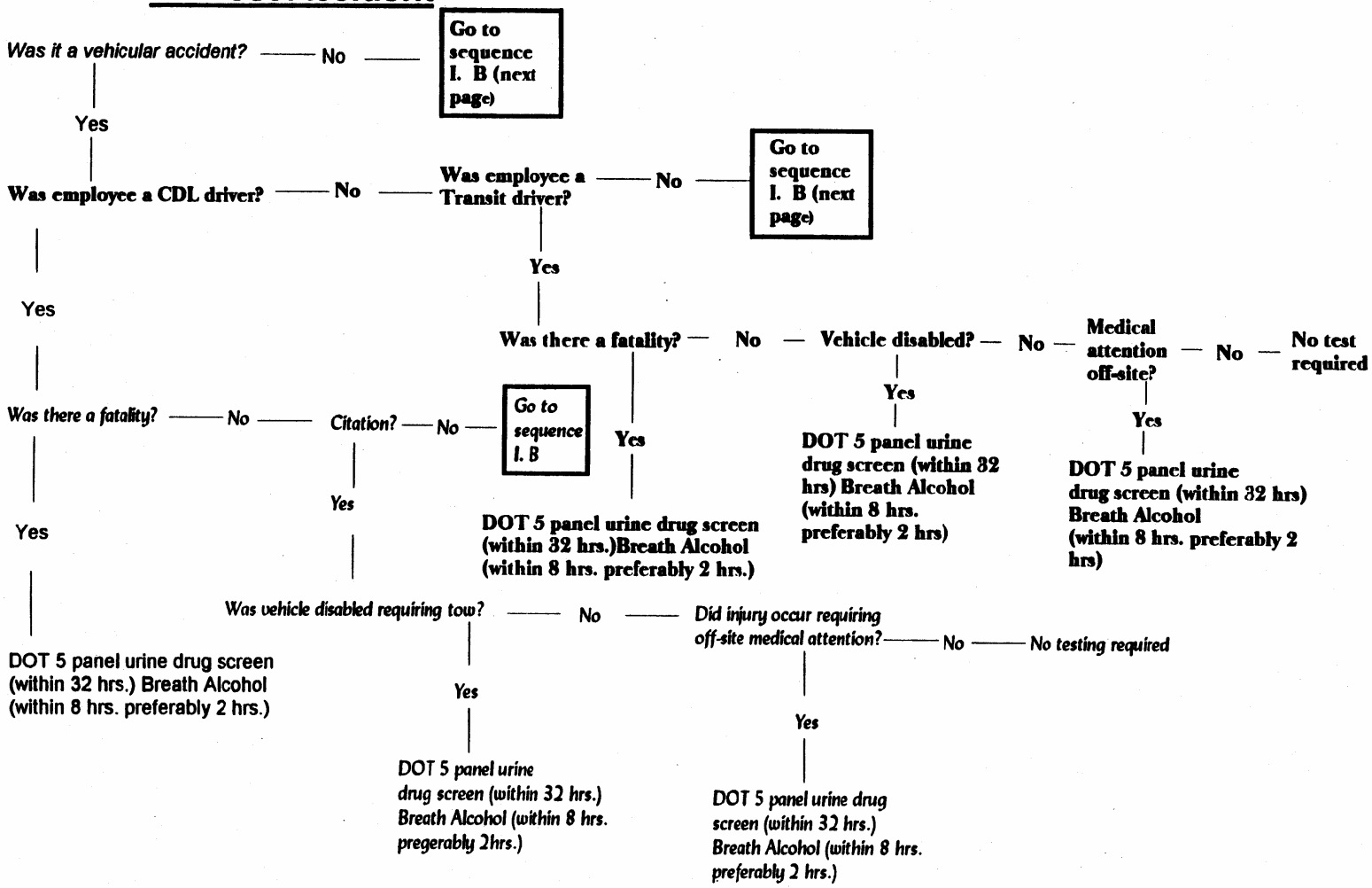
_Supervisor goes to the crash site
_Supervisor contacts the following persons at MBA Medi-Test:

Name	Pager #	Home#
Cindy	(863) 581-0983	(863) 859-5079 or
Debbie	(863) 581-0939	(863) 773-3632

MBA Medi-Test will respond wherever the supervisor directs.

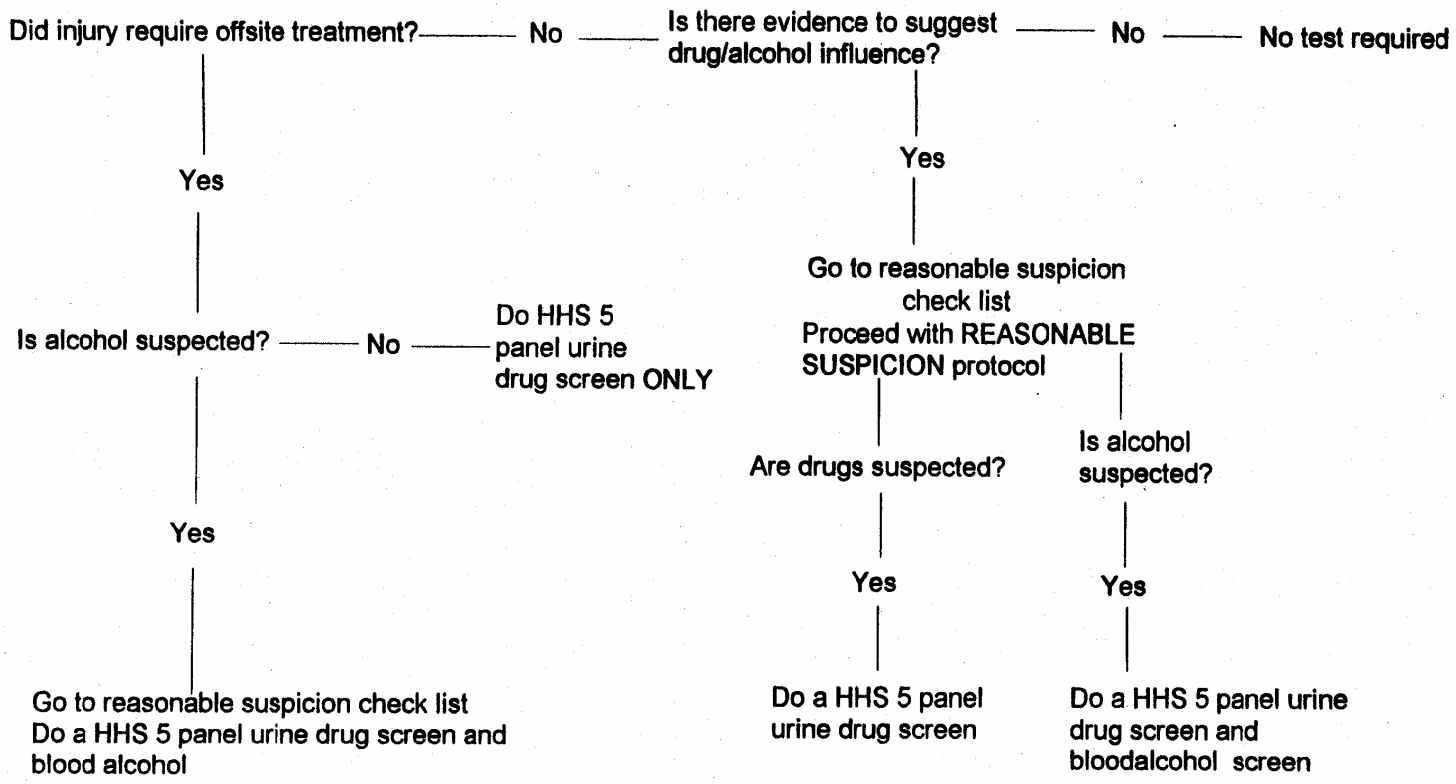
Substance Screening Procedures

I. A. Post Accident



Substance Screening Procedures

I. **B. Post Accident - Workers Compensation Drug Testing Sequence**



Annex T
PRIORITY ROAD LIST

Road Name	Road #	Miles
Mulberry Maintenance Unit 1		
Shepherd Road	933002	4.95
CR 540A (Central Barn Road)	931302	6.00
Ewell Road	931910	5.00
West Pipkin Road	930706	5.83
Fort Meade Maintenance Unit 2		
CR 559 (Bomber Road)	951406	3.35
CR 655 (Rifle Range Road)	963201	5.70
Old Bartow Eagle Lake Road	953201	6.36
Spirit Lake Road	951403	3.59
Auburndale Maintenance Unit 3		
CR 546 (Saddle Creek Road)	840304	3.50
CR 542 (East Main Street)	841702	5.00
CR 542 (Kossuthville Avenue)	851810	5.00
CR 17 (Polk City Road)	760502	7.91
CR 557 (Buena Vista Drive)	763201	6.34
Dundee Maintenance Unit 4		
CR 54 (Ronald Reagan Parkway)	660102	6.37
CR 17A (Masterpiece Road)	971504	3.49
CR 17A (Masterpiece Road)	973502	3.41
CR 17A (Masterpiece Road)	982901	2.53
CR 17B (Buckmoore Road)	80609	1.39
Bates Road	771702	1.53
CR 544 (Lake Marion Road)	870406	4.50

Road Name	Road #	Miles
CR 546 (Kokomo Road)	871502	5.45
Mystery House Road	770904	1.27
Powerline Road	772703	3.24
Camp Mack Road	983501	8.51
Timberline Road	981705	2.90
Mammoth Grove Road	983108	6.49
CR 542 (Lake Hatchineha Road)	872102	10.00
Detour Road	872101	3.51
CR 547 (Jackson Highway)	770804	8.75
Lakeland Maintenance Unit 5		
CR 542A (Galloway Road)	832101	4.77
CR 582 (Griffin Road)	830306	2.27
CR 582 (Knights Station Road)	830602	3.81
CR 35A (Kathleen Road)	830203	7.50
Old Polk City Road	741916	6.74
Deen Still Road West	630102	8.22
Old Dade City Road	730403	8.19
Frostproof Maintenance Unit 6		
Golfview Cutoff Road	082917	2.22
Friedlander Road	081802	1.22
Lewis Griffin Road	081813	1.60
CR 17B (Hunt Brothers Road)	071406	1.77
Fort Meade Road	280622	2.56

Annex U
INTERLOCAL AGREEMENTS

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF AUBURNDALE, FLORIDA AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF AUBURNDALE, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:	To CITY:
POLK COUNTY	City of Auburndale
C/o County Manager	City Manager
330 West Church St	P.O. Box 186
Bartow, FL 33830	Auburndale, FL 33823

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

_____
CHAIRMAN Date

ATTEST:

_____
COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

_____
COUNTY ATTORNEY

CITY OF AUBURNDALE

10/03/11
Keith A. Cowie, Mayor Date

ATTEST:

Shirley Lowrance
Shirley Lowrance, City Clerk

APPROVED AS TO FORM
AND LEGALITY

V. Patton Kee, City Attorney

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF BARTOW AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF BARTOW, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:
POLK COUNTY
C/o County Manager
330 West Church St
Bartow, FL 33830

To CITY: City of Bartow
City Manager George A. Long
P.O. Box 1069
Bartow, Florida33831-1069

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

CITY OF BARTOW

MAYOR Date October 17, 2011

W. PATRICK HUFF

ATTEST:

ASST CITY CLERK JACQUELINE POOLE

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY SEAN R. PARKER

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF DAVENPORT AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF DAVENPORT, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements. The City may take corrective action to facilitate emergency debris removal and apply for financial relief for the same so long as said efforts do not interfere with the County's Agreement(s) for Disaster Debris Removal Services or in any other respect which will prejudice the rights and duties of the County under said Agreement(s). Nothing herein shall be interpreted to prevent or otherwise hinder the City in seeking reimbursement from federal or state sources to compensate the City for funds paid to its employees or agents for emergency work or services performed because of hurricane damage or physical destruction.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:	To CITY:
POLK COUNTY C/o County Manager 330 West Church St Bartow, FL 33830	CITY OF DAVENPORT C/O City Manager Post Office Box 125 Davenport, FL 33836

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with

both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.

B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement

C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

_____
CHAIRMAN Date

ATTEST:

_____
COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

_____
COUNTY ATTORNEY

CITY OF DAVENPORT

10/11/11
MAYOR Date

ATTEST:

Raquel Castillo
CITY CLERK

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE
TOWN OF DUNDEE AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the Town of Dundee, a Florida Municipal Corporation, herein, referred to as the "Town" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the Town has no such contract for emergency debris removal, but desires to have the corporate limits of the Town included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the Town and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the Town and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the Town and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the Town within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The Town shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the Town, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the Town shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of Town staff in directing the

contractor. The Town shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the Town to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the Town shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate Town and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:	To TOWN:
POLK COUNTY	TOWN OF DUNDEE
C/o County Manager	c/o Town Manager
330 West Church St	P. O. Box 1000
Bartow, FL 33830	Dundee, FL 33838

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the Town, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Town and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

TOWN OF DUNDEE

10/11/11

LINDA RINER-MIZELL, MAYOR Date

ATTEST:

JOSEPH A. DELEGGE, TOWN CLERK

APPROVED AS TO FORM
AND LEGALITY

FREDERICK J. MURPHY, JR.
TOWN ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF EAGLE LAKE AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF EAGLE LAKE, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:	To CITY:
POLK COUNTY	CITY OF EAGLE LAKE
C/o County Manager	C/o City Manager
330 West Church St	P.O. Box 129
Bartow, FL 33830	75 N 7th Street
	Eagle Lake, FL 33839

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS POLK COUNTY, FLORIDA	CITY OF EAGLE LAKE
CHAIRMAN Date	MAYOR Date 10/17/11
ATTEST:	ATTEST:
COUNTY MANAGER	CITY CLERK
APPROVED AS TO FORM AND LEGALITY	APPROVED AS TO FORM AND LEGALITY
COUNTY ATTORNEY	CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF FROSTPROOF AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF FROSTPROOF, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:	To CITY:
POLK COUNTY	City of Frostproof
C/o County Manager	Attn: City Manager
330 West Church St	P.O. Box 308
Bartow, FL 33830	Frostproof, FL 33843-0308

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

CITY OF Frostproof

Kay S. Hutzelman
MAYOR Date 10-21-11

ATTEST:

Sara R Adell
CITY CLERK

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF FORT MEADE AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF FORT MEADE, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:
POLK COUNTY
C/o County Manager
330 West Church St
Bartow, FL 33830

To CITY:
CITY OF FORT MEADE
CITY MANAGER
P.O. BOX 856
FORT MEADE, FL 33841

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

I. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

CITY OF Fort Meade

MAYOR Date 10/12/2011

ATTEST:

CITY CLERK

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF HAINES CITY AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF HAINES CITY, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:	To CITY:
POLK COUNTY	City of Haines City
C/o County Manager	Attention: City Manager
330 West Church St	Post Office Box 1507
Bartow, FL 33830	Haines City, Florida 33845

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between

H. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

I. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

CITY OF HAINES CITY

MAYOR Date

ATTEST:

CITY CLERK

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

Village INTERLOCAL AGREEMENT BETWEEN THE
~~CITY~~ OF Highland Park AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the ~~CITY~~ Village OF Highland Park, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF Hillcrest Heights AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF Hillcrest Heights, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:
POLK COUNTY
C/o County Manager
330 West Church St
Bartow, FL 33830

To CITY:
HILLCREST HEIGHTS
151 N. Scenic Hwy.
Babson Park, Fl 33827

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

CITY OF Hillcrest Heights

MAYOR Date

ATTEST: 10-10-11

CITY CLERK

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF Lake Alfred AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF Lake Alfred, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:	To CITY:
POLK COUNTY C/o County Manager 330 West Church St Bartow, FL 33830	Lake Alfred 120 E. Pomelo Street Lake Alfred, Fl. 33850

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

CITY OF Lake Alfred

MAYOR Date

Nancy Z. Daley

ATTEST:

CITY CLERK

Linda Bourgeois

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

Frederick J. Murphy, Jr

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE HAMILTON AND POLK COUNTY, FLORIDA

TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the TOWN OF LAKE HAMILTON, a Florida Municipal Corporation, herein, referred to as the "Town" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the Town has no such contract for emergency debris removal, but desires to have the corporate limits of the Town included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the Town and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the Town and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the Town and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the Town within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The Town shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the Town, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the Town shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of Town staff in directing the contractor. The Town shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal

within the incorporated limits of the Town to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the Town shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate Town and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice
The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY: POLK COUNTY C/o County Manager 330 West Church St Bartow, FL 33830	To TOWN: Kimberly M. Gay TOWN CLERK ~~100 Smith Avenue~~ P.O. Box 126 Lake Hamilton, FL 33851

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

a. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.

b. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement

c. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or

proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

d. **Employee Status:** Persons employed by the County or the Town, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

e. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

f. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

g. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

h. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

i. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

j. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Town and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

_____
CHAIRMAN

_____
Date

TOWN OF LAKE HAMILTON

Kathleen Lalimer
COUNCIL CHAIRMAN

Marlene M. Wagner
MAYOR

APPROVED: 11/15/11
Date

ATTEST:

_____
COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

_____
COUNTY ATTORNEY

ATTEST:

Nancy Freeman
TOWN CLERK

APPROVED AS TO FORM
AND LEGALITY

TOWN ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF **LAKE WALES** AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF **LAKE WALES**, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:	To CITY:
POLK COUNTY	CITY OF LAKE WALES
C/o County Manager	CITY MANAGER
330 West Church St	PO BOX 1320
Bartow, FL 33830	LAKE WALES, FL 33853

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.

B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement

C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

CITY OF Lake Wales

Mike Carter 4 OCT 17

MAYOR Date

ATTEST:

Clara VanBlargan

CITY CLERK

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF Mulberry AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF Mulberry, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:
POLK COUNTY
C/o County Manager
330 West Church St
Bartow, FL 33830

To CITY:
CITY OF MULBERRY
CITY MANAGER
P. O. BOX 707
MULBERRY, FL 33860

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

CITY OF MULBERRY

10-4-11
MAYOR Date

ATTEST:

CITY CLERK

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF POLK CITY AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF Polk City, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:
POLK COUNTY
C/o County Manager
330 West Church St
Bartow, FL 33830

To CITY:
City of Polk City
City Manager's Office
123 Broadway Blvd SE
Polk City, FL 33868

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

I. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

CITY OF Polk City

MAYOR Date

ATTEST:

CITY CLERK

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF WINTER HAVEN AND POLK COUNTY, FLORIDA
TO CONTRACT FOR HURRICANE DEBRIS REMOVAL

THIS INTERLOCAL AGREEMENT made and entered into by the CITY OF WINTER HAVEN, a Florida Municipal Corporation, herein, referred to as the "City" and Polk County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the County currently funds and has a contract for emergency debris removal resulting from windstorm, hurricane or other natural disaster, within the county, which contract does not limit the contractor or its services to the unincorporated areas of Polk County and where from time to time the County may renew contracts, add contracts or change the entity or entities in which it contracts with for emergency debris removal (hereinafter these contracts shall be referred to as "Agreement(s) for Disaster Debris Removal Services"), and

WHEREAS, the City has no such contract for emergency debris removal, but desires to have the corporate limits of the City included within the scope of services of the County Agreement(s) for Disaster Debris Removal Services, and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions, the City and the County wish to provide emergency debris removal in states of emergency within all of Polk County; and

WHEREAS, there are available state and federal financial assistance programs to wholly or in part reimburse local governments for the cost of this type emergency service, which sources choose or are required by law to respond to only one local government agency within a finite geographical area, and the duplication of such efforts within a geographical area hamper and may result in loss of such funding, and the provisions of Section 252.38(1)(c), Florida Statutes, require counties to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations; and

WHEREAS, the City and the County are authorized to enter into this Agreement under authority granted in their respective charters, Florida General Law and specifically Chapters 125 and 163, Florida Statutes; and

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and the County hereby agree as follows:

Section 1: County shall include the corporate limits of the City within the scope of work of the County's Agreement(s) for Disaster Debris Removal Services that it may enter into for emergency debris removal.

Section 2: County shall utilize county-wide assessed ad valorem funds to pay for the contract, and shall be entitled to make the exclusive claim for public assistance reimbursement of such expenses from all state and federal sources available. The City shall be responsible to reimburse the County for any expenses the County incurs to remove debris from the City, which is not reimbursed by state and federal sources.

Section 3. In accordance with Section 252.38(1)(c), Florida Statutes, the City shall make no claim for public assistance reimbursement for any work done pursuant to a County Agreement for Disaster Debris Removal Services and this Interlocal Agreement, and if necessary, assign and transfer any such reimbursement it may inadvertently receive.

Section 4. The County will exclusively administer the County's Agreement(s) for Disaster Debris Removal Services, and consider the advice and counsel of City staff in directing the

contractor. The City shall take no action, including contracts with separate providers, to interfere with the County's Agreement(s) for Disaster Debris Removal Services, or in any respect as to prejudice the rights and duties of the County under these Agreements.

Section 5. Term This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. Once a "Notice to Proceed" has been issued for debris removal within the incorporated limits of the City to a contractor pursuant an Agreement(s) for Disaster Debris Removal Services, the City shall not terminate this Interlocal Agreement while work is ongoing and until final payment and reimbursement from other sources is made. If the County has authorized a contractor to remove debris in response to a disaster, the terms of this Agreement shall survive the termination of this Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

Section 6. Recording of Agreement The County, upon execution of the Agreement by the appropriate City and County Officials shall record this Interlocal Agreement in the Public Records of Polk County, Florida.

Section 7. Notice

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:
POLK COUNTY
C/o County Manager
330 West Church St
Bartow, FL 33830

To CITY:
CITY OF WINTER HAVEN
DALE SMITH, CITY MANAGER
P.O. BOX 2277
WINTER HAVEN, FL 33883

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

Section 8: General Provisions

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.
B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement
C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the

courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the County or the City, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Interlocal Agreement to be executed on the last date signed by the parties as indicated below for the uses and purposes set forth herein.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

CHAIRMAN Date

ATTEST:

COUNTY MANAGER

APPROVED AS TO FORM
AND LEGALITY

COUNTY ATTORNEY

CITY OF WINTER HAVEN

MAYOR 10/11/11 Date

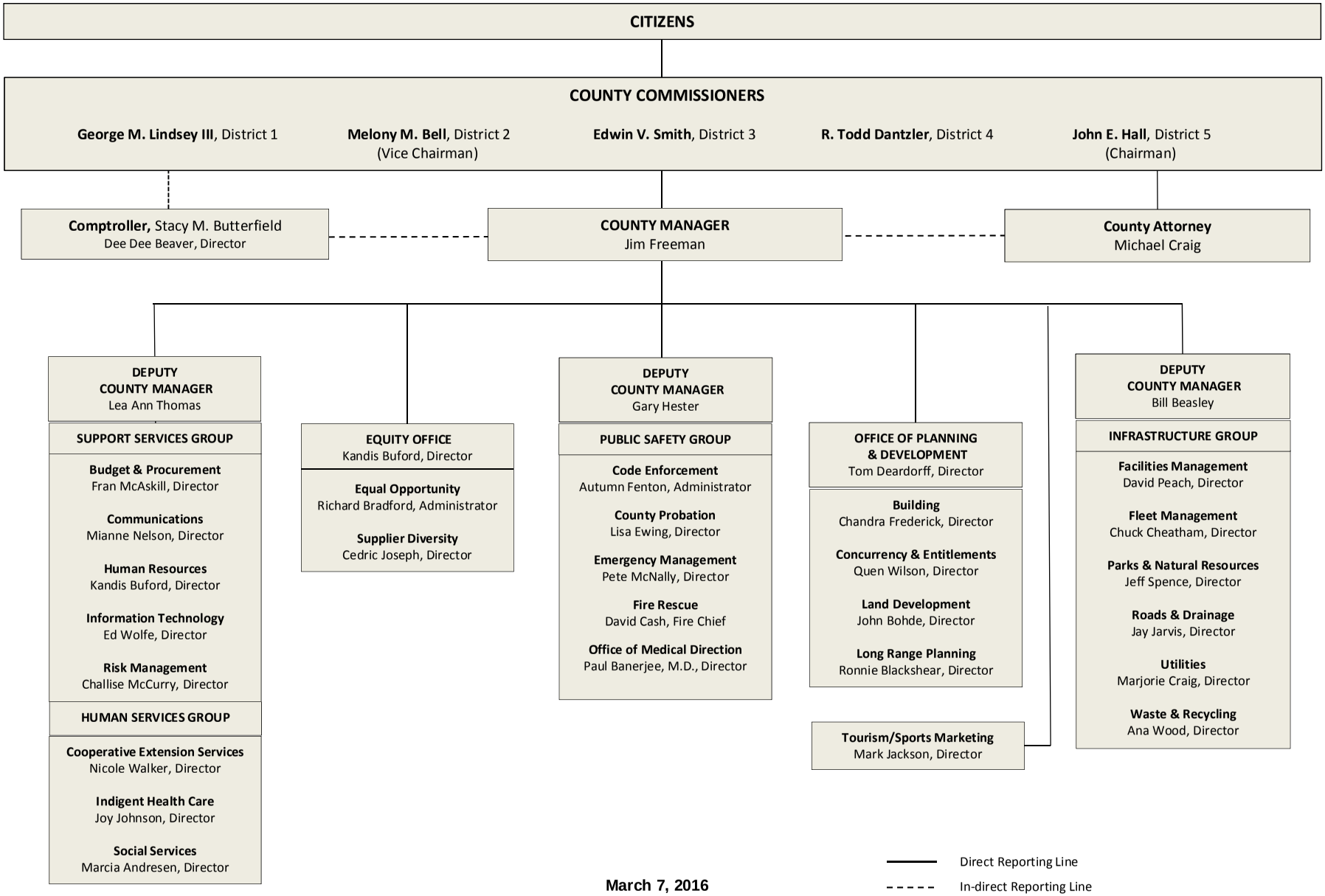
ATTEST:

CITY CLERK

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

Annex V
COUNTY ORGANIZATIONAL CHART


CITIZENS
COUNTY COMMISSIONERS
George M. Lindsey III, District 1
Melony M. Bell, District 2 (Vice Chairman)
Edwin V. Smith, District 3
R. Todd Dantzler, District 4
John E. Hall, District 5 (Chairman)
Comptroller, Stacy M. Butterfield
Dee Dee Beaver, Director
COUNTY MANAGER
Jim Freeman
County Attorney
Michael Craig
DEPUTY COUNTY MANAGER
Lea Ann Thomas
SUPPORT SERVICES GROUP
Budget & Procurement
Fran McAskill, Director
Communications
Mianne Nelson, Director
Human Resources
Kandis Buford, Director
Information Technology
Ed Wolfe, Director
Risk Management
Challise McCurry, Director
HUMAN SERVICES GROUP
Cooperative Extension Services
Nicole Walker, Director
Indigent Health Care
Joy Johnson, Director
Social Services
Marcia Andresen, Director
EQUITY OFFICE
Kandis Buford, Director
Equal Opportunity
Richard Bradford, Administrator
Supplier Diversity
Cedric Joseph, Director
DEPUTY COUNTY MANAGER
Gary Hester
PUBLIC SAFETY GROUP
Code Enforcement
Autumn Fenton, Administrator
County Probation
Lisa Ewing, Director
Emergency Management
Pete McNally, Director
Fire Rescue
David Cash, Fire Chief
Office of Medical Direction
Paul Banerjee, M.D., Director
OFFICE OF PLANNING & DEVELOPMENT
Tom Deardorff, Director
Building
Chandra Frederick, Director
Concurrency & Entitlements
Quen Wilson, Director
Land Development
John Bohde, Director
Long Range Planning
Ronnie Blackshear, Director
Tourism/Sports Marketing
Mark Jackson, Director
DEPUTY COUNTY MANAGER
Bill Beasley
INFRASTRUCTURE GROUP
Facilities Management
David Peach, Director
Fleet Management
Chuck Cheatham, Director
Parks & Natural Resources
Jeff Spence, Director
Roads & Drainage
Jay Jarvis, Director
Utilities
Marjorie Craig, Director
Waste & Recycling
Ana Wood, Director
Direct Reporting Line
In-direct Reporting Line

March 7, 2016

Annex W
ORDINANCE #73-13 – PUBLIC HEALTH NUISANCE ABATEMENT

ORDINANCE NO. 73-13

AN ORDINANCE RELATING TO PUBLIC HEALTH, SANITARY NUISANCES; DEFINING A SANITARY NUISANCE; PROHIBITING MAINTENANCE OF SUCH NUISANCES; AUTHORIZING INVESTIGATION OF POSSIBLE SANITARY NUISANCES BY THE POLK COUNTY HEALTH DEPARTMENT AND THE POLK COUNTY ENVIRONMENTAL SERVICES DEPARTMENT; DEFINING CONDITIONS CONSTITUTING PRIMA FACIE EVIDENCE OF MAINTAINING A SANITARY NUISANCE; PROVIDING PROCEDURES FOR ABATEMENT BY CORRECTION NOTICE AND BY INJUNCTION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE AND REPEALING POLK COUNTY ORDINANCE NO. 72-4 WHICH RELATES TO THE SAME SUBJECT MATTER.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1: A Sanitary Nuisance is the commission of any act, or the keeping, maintaining or propagation of anything by an individual, organization or corporation, other than a municipal corporation, by which the health, life or well being of humans may be threatened or impaired.

SECTION 2: All such sanitary nuisances are unlawful and prohibited in Polk County and constitute a misdemeanor punishable by a fine of not more than $500.00 or imprisonment of not more than 60 days or both such fine and imprisonment.

SECTION 3: The Polk County Health Department and the Polk County Environmental Services Department are each authorized to investigate any condition considered a possible sanitary nuisance within the County, and if such a condition is determined by either to constitute a sanitary nuisance as herein defined, it may take the following action:

A. Upon determination of the existence of a sanitary nuisance the individual, organization or corporation committing, creating, keeping or maintaining such nuisance shall be notified in writing and directed to remove the nuisance within twenty-four (24) hours, or such other time as is reasonable for the existing conditions. Such notice shall be by certified mail.

B. If the sanitary nuisance is not removed by such person or persons within the time prescribed in said notices, the County Attorney in name of Polk County, upon the request of the Director of the County Health Department or of the Environmental Services Department, may apply for an injunction to abate such nuisance.

SECTION 4: The following conditions, existing, permitted, maintained, kept or caused by any individual, organization or corporation shall constitute prima facie evidence of maintaining a sanitary nuisance:

A. Untreated or imporperly treated human waste, garbage or dead animals.

B. Septic tanks, sewage plants, sandfilters or privies not built, maintained, or operated in accordance with applicable standards of the Florida Department of Pollution Control or the Florida Department of Health and Rehabilitative Services or their successor agencies.

C. Any condition which would constitute prima facie evidence of pollution of the waters of the State of Florida under the rules and regulations of the Florida Department of Pollution Control.

D. The creation, maintenance or causing of any condition capable of breeding flies, mosquitoes, or any pestiferous arthropod.

E. Any other condition determined to be a sanitary nuisance as defined above.

SECTION 5: If any section, subsection, sentence, clause or phrase of this ordinance, for any reason, is held to be unconstitutional, void or invalid, the validity of the remaining portions of said ordinance shall not be affected thereby.

SECTION 6: This ordinance shall take effect immediately upon its adoption and filing as provided by law.

SECTION 7: Polk County Ordinance 72-4 is repealed upon the effective date of this ordinance.

Secretary of State
STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304
(904) 488-3918

RICHARD (DICK) STONE
SECRETARY OF STATE

October 15, 1973

Honorable E. D. Bud Dixon
Clerk of the Circuit Court
Polk County
155 West Davidson
Bartow, Florida 33830

Attention: Mrs. Martha Whitehurst, Deputy Clerk

Dear Mr. Dixon:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your letter of October 11, and certified copy of Polk County Ordinance No. 73-13, which was filed in this office on October 15, 1973

Kindest regards.

Cordially,

RICHARD (DICK) STONE
Secretary of State

Nancy Kavanaugh

By
(Mrs.) Nancy Kavanaugh
Chief, Bureau of Laws

NK/js

RECEIVED
October 16 1973
Clerk Of The Board