

**REQUEST FOR PROPOSAL #15-1079FL
PROFESSIONAL CONSULTING SERVICES FOR IMPACT FEE UPDATE**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Professional Consulting Services for Impact Fee Update for the Financial Management Department.

DEADLINE FOR CLARIFICATION REQUESTS: **March 9, 2015 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: Proposals will be received until **March 25, 2015 at 4:00 P.M.** at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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Important Note: **A prohibition of lobbying is in place. Please review paragraph A.17 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:

Frank G. Lambertson, Contracts Negotiator
Purchasing Division – Manatee County Financial Management Department
PHONE (941) 749-3042, FAX (941)749-3034
Email: frank.lambertson@mymanatee.org

AUTHORIZED FOR RELEASE: 

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Request for Proposal solicitation documents are on <http://www.mymanatee.org>

Request for Proposal documents and the Notices of Intent to Award related to those Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may access these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the Chambers website: <http://www.Manateechamber.com>. This step is in addition to the posting on Manatee County Government web page.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for

its timely delivery to the Purchasing Division. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>.

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page (Attachment A).

DEADLINE FOR CLARIFICATION REQUESTS: March 9, 2015 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed Original (marked Original) and Six (6) Copies (marked Copy) and One (1) CD or flash drive of your proposal shall be submitted in one sealed package, clearly marked on the outside "Sealed Proposal #151079FL Professional Consulting Services for Impact Fee Update" and addressed to:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.08 EXAMINATION OF OFFER

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Proposals become subject to disclosure thirty (30) days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1) (b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

Pursuant to Florida Statutes 119.0701, to the extent successful Proposer is performing services on behalf of the County, successful Proposer must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that the County would provide and at a cost that does not exceed the cost provided in F.S. Chapter 119, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of successful Proposer upon termination of the awarded Agreement and/or PO and destroy any duplicate

public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the County in a format this is compatible with the County's information technology systems.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

Manatee County reserves the right to find that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the RFP process.

A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.13 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code Chapter 2-26.

A.14 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida

Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

A.15 COLLUSION

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.16 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment "B" and submit with your proposal.**

A.17 LOBBYING

After the issuance of any Request for Proposal, prospective Proposers, or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of a Request for Proposal, and ends upon execution of the final Contract or when the Proposal has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.18 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to

this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

A.19 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

END SECTION A

SECTION B: SCOPE OF SERVICES

PROFESSIONAL CONSULTING SERVICES FOR IMPACT FEE UPDATE

B.01 CONSULTING SERVICES IMPACT FEE UPDATE - BACKGROUND

Impact fees are established by the *Manatee County Land Development Code* in Chapter 8, "Impact Fees" of the Manatee County Code of Laws (See Attachment "C"). Manatee County Board of County Commissioner's original impact fee ordinance, adopted in July 1986, established fees for roads, parks, public safety, and law enforcement. Educational facilities impact fees were adopted by Manatee County Board of County Commissioner's in 2002. In June 2006, the Florida legislature adopted Florida Statute 163.31801, the Florida Impact Fee Act, which requires that the calculation of impact fees imposed by any county or municipality in the state of Florida be based on the most recent and local data available.

Manatee County last updated its impact fee schedule in 2011. The update was done by analyzing growth rates, measuring the current capacity of the County's system of infrastructure, projecting how much capacity should be expanded to accommodate future growth, and calculating the cost of the required infrastructure improvements.

Impact fees are currently assessed in the unincorporated areas of Manatee County for law enforcement, public safety, county-wide parks, and roads (see Attachment C, page 19).

For the collection and expenditure of road impact fees, the County is divided into four (4) separate benefit districts, to ensure that road impact fees are used to fund capacity improvements in the districts in which they were collected. The road impact fee amounts assessed on new development are the same in each district.

The educational facilities impact fees are collected and expended in only one countywide district. However, they have been suspended since 2009.

The County does not currently assess an impact fee administrative surcharge, as the collection of such surcharges was temporarily suspended in February, 2007. However, a new surcharge is necessary to support the operation of Manatee County Board of County Commissioners Impact Fee Program.

B.02 PURPOSE

Manatee County is required by state statute to periodically update its impact fee schedule. The County is therefore seeking a professional consultant(s) capable of performing an impact fee study that will compile and analyze the technical data, including changes in population, demographics, and other relevant factors, required to legally support a new impact fee schedule.

The Board of County Commissioners of Manatee County has also directed its staff to

amend the County's growth management and infrastructure investment strategy (i.e., Land Development Code, Comprehensive Plan, capital improvements planning process, utility planning, concurrency regulations, impact fee schedule, etc.). The goal of this ongoing study is to provide a more coordinated, efficient and cost effective approach to land development and the growth of infrastructure and services for the future.

No legal services are to be procured under this RFP.

B.03 SCOPE

This scope is for the update of the impact fee schedule for unincorporated Manatee County for all impact fees described herein, except educational facilities impact fees which may be for all of Manatee County including unincorporated and incorporated areas.

Tasks I-III are for the Manatee County Board of County Commissioners. Task IV is related to educational impact fees and will be provided consistent with an interlocal agreement between the Manatee County School Board and the Board of County Commissioners, if approved.

Task I – Impact Fee Study

Based upon the recommendations produced by the County's ongoing growth management and infrastructure investment strategy update, the successful consultant shall evaluate the overall structure and assumptions used in the County's impact fee schedule. This evaluation will include an analysis of the roads, parks, public safety, and law enforcement facilities provided by the County.

The successful consultant will also review the need for other potential impact fees for libraries, or any other fees that may be needed and justified under the terms of the Florida Impact Fee Act.

The successful consultant shall prepare a report describing the relevant methodologies used in studying the above facilities, including the formulas and rationale used, a schedule of all proposed fees listed by land use type and activity, the capital improvement program projects that reflect existing needs and those generated by new development, and any other information required to adequately explain and justify the resulting recommended fee schedule. A general comparison should also be provided between the recommended fees and those of surrounding municipal and county governments and other comparable coastal high growth areas in Florida.

The study will also produce a set of recommendations regarding the approach to be taken (i.e., improvements-based, consumption-based systems, mobility fees, geographically different service areas, etc.) in updating the County's impact fee study and schedule (See Attachment "C"). The study will determine what effect the availability of existing infrastructure and areas of multi-modal transportation emphasis should have on Manatee County's impact fee update. The study will

provide the basis and support for the determination of the impact fees in each of the study areas.

An Impact Fee Administrative Surcharge is necessary to support the operation of the County's Impact Fee Program. To ensure that any new surcharge complies with the Florida Impact Fee Act, the successful consultant will analyze all verifiable costs incurred by County in administering the Impact Fee Program, and derive an appropriate surcharge based on those costs.

The deliverable will be an impact fee study that satisfies the requirements of the Florida Impact Fee Act and applicable decisional law to support the adoption of a revised impact fee schedule. The findings report will be presented to Department Directors and Administration, then to the Board of County Commissioners and stakeholders in a work session format. Revisions to the study and/or report may be required after any or all of these presentations. Upon completion of necessary revisions, the successful consultant shall present the final draft of the recommended study/report to the Board of County Commissioners for adoption.

Task II –Impact Fee Schedule

The consultant shall prepare the impact fee schedule using the previous deliverable, the impact fee study, as the basis for the recommended fees.

The deliverable in Task II is the impact fee schedule. The draft fee schedule will be presented to Department Directors and Administration. Subsequently, the draft fee schedule will be presented to the Board of County Commissioners and stakeholders in a public work session format. Revisions to the draft impact fee schedule may be required after any or all of these presentations. Upon completion of all necessary revisions, the successful consultant shall present the final draft of the proposed impact fee schedule to the Planning Commission and the Board of County Commissioners for adoption.

The Impact Fee Administrative Surcharge in an appropriate amount necessary to support the operation of the County's Impact Fee Program will be included in the fee schedule as recommended by the successful consultant.

The successful consultant will provide expert testimony in the public hearings to consider and adopt the impact fee schedule and in any judicial or administrative proceeding which seeks to challenge the adoption or application of the impact fee schedule.

TASK III – Impact Fee Administration

The successful consultant shall review the County's current administration of impact fees and make recommendations to improve the management, tracking and processing of credits. The consultant shall also provide alternatives analysis for consistency with the Florida Impact Fee Act and best practices. The deliverable shall include a recommendations report and an administrative

procedures manual that staff can use internally as guidance on procedures governing the administration of the Impact Fee Program. The administrative procedures manual shall include all relevant forms that are necessary to carry out the Impact Fee program successfully. The administrative procedures manual should, at a minimum, address procedures for appeals, independent fee calculations, offsets/credits, and non-binding fee estimates. The administrative procedures manual will also address recommended accounting practices.

The study should also include recommendations for amendments in terms to the Manatee County Land Development Code, Chapter 8, Impact Fees (Attachment C).

Task IV – Educational Facilities Impact Fee Study and Development of Fees

Educational facilities impact fees will be developed as a separate task subject to an interlocal agreement between Manatee County Board of County Commissioners and the Manatee County School Board. In the event there is no interlocal agreement, this task will not be included as part of this engagement.

The educational facilities impact fee study will include the necessary research, data collection, methodology, and analysis to satisfy the requirements of the Florida Impact Fee Act and applicable decisional law, and support the adoption of a revised impact fee schedule governing educational facilities which includes the establishment of levels of service, fee structures and amounts.

The following is a description of the educational facilities impact fee study:

- A. The educational impact fee study shall review components critical to the financing of the Capital Improvement Program of Manatee County Public Schools.
- B. The study must address the projected facility needs based on the population of the School District and projected increases in growth. The study will also be required to provide all calculations necessary to establish existing capacity for Manatee County Public Schools, as well as required future capacity.
- C. The study shall update the student generation rate by type of dwelling unit, number of bedrooms, geographic area or other variables as may be determined.
- D. The study shall establish formulas to be used for the calculation of fair share cost of impacts per student, by grade levels, including the variances of the number of projected students based on the types of dwelling units and/or number of bedrooms within the dwelling units. The study shall determine if the educational facilities impact fee should be collected and expended within only one district or should be implemented within multiple districts. If multiple districts are recommended, the study shall identify the

geographic boundaries for the districts. The study will recommend an impact fee amount by type of dwelling and/or number of bedrooms, by geographic area whether one district or multiple districts, and by other variables as may be determined.

- E. This study shall be based on statistically defensible current data and shall include a comprehensive cost analysis of the provision of public educational facilities in the county per student and grade level.
- F. The proposer shall also provide an impact fee nexus analysis.
- G. The study shall culminate in the production of a full document outlining the definition of rules governing impact fees, a full description of the methodology used to develop the formulas for the calculation of impact fees for public educational facilities and all pertinent and relevant backup information.
- H. An impact fee administrative surcharge may be necessary to support the operation of the educational facilities impact fee program. To ensure that any new surcharge complies with the Florida Impact Fee Act, the consultant will analyze all verifiable costs incurred by the Manatee County School District and the Board of County Commissioners in administering the educational facilities impact fee program, and derive an appropriate surcharge based on those costs.
- I. A general comparison shall also be provided between the recommended fees and those of surrounding municipal and county governments and other coastal high growth areas in Florida.
- J. The Manatee County School Board and its designee shall have review and approval authority of a final draft.
- K. At the discretion of the Manatee County School Board, the consultant shall be requested to present the report and findings to the Manatee County School Board (elected or appointed), the Manatee County Board of County Commissioners and other appropriate agencies as defined by the Manatee County Board of County Commissioners . The consultant shall attend all meetings and public hearings as required to defend, explain, present and facilitate the adoption of the study produced and recommended.
- L. The successful consultant will provide expert testimony in the public hearings to consider and adopt the educational facilities impact fee schedule and in any judicial or administrative proceeding to challenge the adoption or application of the educational facilities impact fee schedule.
- M. The successful consultant shall review the current administration of educational facilities impact fees and make recommendations to improve the management, tracking and processing of credits. The consultant shall

also provide alternatives analysis for consistency with the Florida Impact Fee Act and best practices. The deliverable shall include a recommendations report and an administrative procedures manual that staff can use as a guide along with appropriate forms, etc. The manual should, at a minimum, address appeals, independent fee calculations, offsets/credits, and non-binding fee estimates.

Manatee County expects that this Request for Proposals will result in the award of a contract to perform an impact fee study or studies, an update of the County's current impact fee schedule(s) as required by the Florida Impact Fee Act, and administrative procedures for the governance and administration of the impact fee program(s).

The successful consultant shall perform all the services specified herein in this Request for Proposal in accordance with generally accepted professional standards. The successful consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to, and be in compliance with, applicable codes, laws, ordinances, regulations and restrictions.

END SECTION B

SECTION C: FORM OF PROPOSAL

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01, through C.03**, identifying the response to each specific item.

The information that you provide shall be used to determine those Proposers with perceived ability to perform the Scope of Services as stated in this Request for Proposal which may overall best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section D. Selection.

C.01 MINIMUM QUALIFICATIONS TO BE CONSIDERED

To qualify for consideration, the Proposer(s) must present proof of any licensing or certification which will be required by law to perform the services set out in the scope of services required in this RFP.

Proposers should be multi-disciplinary to include land use planning; local government related planning (i.e., codes, comprehensive plans, etc), infrastructure funding methodologies, policy development, GIS, transportation, recreation and open space facility strategic planning and budgeting, utilities planning and economic-related services. Work experience with land development regulations, infrastructure funding methodologies, and policy development in the State of Florida is important. However, experience and expertise in all the above is not required. Sub-consultants and consultant teams are permitted.

Proposers shall have substantial, current and verifiable experience in performing the services described within the scope of services set forth herein. In the event more than one entity is joining in making this proposal, each entity shall set forth its respective experience and qualifications for those areas the entity intends to perform.

If subconsultants and consultants are to be used in your proposal given to meet the minimum qualifications detail the business entities, description of the service provided, and responses in the same level of detail and tabbed order as instructed in this Request for Proposal for the Proposer.

To validate experience, expertise and capabilities, Proposers shall provide the following details for each of the Proposer(s)' relevant past performance of similar projects:

- a. Name and location of the Client and the project, the year of performance and the date the project was fully operational and accepted. The specific details of the project including the components and subcontractors utilized.

Specify the name, title and telephone number for the Clients contract manager for the project;

- b. Names of your firm's staff and their direct involvement in the project;
- c. Names and telephone numbers of the persons representing the individual agencies with which the identified key staff directly worked; and
- d. Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of this process to achieve compliance.

C.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form (Attachment A).
- b. Public Contracting and Environmental Crimes Certification (Attachment B).

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)

Note: Tabs are required to identify each item defined in this Section.

- C.03.1 Provide a description of each Proposers' **background and size**. Provide a general statement of qualifications to include Proposers' professional credentials, and experience in providing the service enumerated in this Request for Proposal.
- C.03.2 Provide an **explanation of the Proposers' legal capacity** to perform all parts of the scope of services. Include a description of corporate or other structure and governance, and detail the legal, financial, and technical capabilities of Proposer(s) relevant to performing the scope of services. If more than one Proposer is teaming up to file a proposal, any prior work any two or more joint proposers have done before should be detailed.
- C.03.3 Identify each **principal of the firm and other "key personnel"** who will be professionally associated with the County. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

For each identified person, provide the following:

- Full Name
- Title

- Professional credentials
 - Area of expertise, individual's roles and duties in providing services
 - Office address
 - Email address
 - Telephone number
 - Personalized resumes which identify the qualifications, training and experience of each key personnel
- C.03.4 Disclose **any ownership interest in other entities** involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- C.03.5 Proposers are required to disclose **all potential conflicts of interest** that might arise from their representation of current and past local land development projects.
- C.03.6 **Provide authorization for a Manatee County auditor and/or financial analysts to have access to your financial records at the primary location of the business entity**, or such other location as may be agreed, for the purposes of verifying your financial representations, review and assessment of the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations to the County as proposed in this proposal to Manatee County. The County's audit and /or financial analyst agents will report their findings in a summary report to the Manatee County Purchasing Official, which will be placed in the proposal files for subsequent use and review.
- C.03.7 Submit a **staffing plan** which details all staffing needs Proposer(s) believe will be required to perform the services proposed in the submitted proposal an organizational chart would be preferred.
- C.03.8 Provide the associated all inclusive cost for these services per task to be provided in accordance with this Request for Proposal. Include all labor categories and associated labor rate for each categories, travel and other costs.
- C.03.9 Discuss your firm's **project approach** to provide the necessary services for each Task. Identify knowledge and experience with key planning issues addressed in the scope of service.
- C.03.10 Discuss how your firm will control all costs and what consideration will be used in the **cost control plan**.

- C.03.11 Provide samples of any **reports, forms, and/or procedures manuals** that your firm shall provide in response to the County's requirements.
- C.03.12 Submit any other **additional information** which would assist the County in the evaluation of your proposal.

END SECTION C

SECTION D: SELECTION

D.01 EVALUATION FACTORS

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. General factors to be applied will be: (1) the perceived ability of the Proposer(s) to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner possible, (2) the legal, technical and financial capabilities of Proposer(s), and (3) the experience of Proposer(s).

These evaluation factors shall determine the successful proposal.

D.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

Unless noted, no weight will be assigned to the Evaluation Factors stated above.

D.03 PRELIMINARY RANKING

An evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Proposer(s) most qualified to be selected to negotiate an agreement.

D.04 REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County, and may be closed to the public in the discretion of the Purchasing Official, and to the extent permitted by law.

D.05 SELECTION FOR NEGOTIATION

The evaluation committee will make a recommendation to the County Administrator as to the proposer which the County should enter into negotiations. The County Administrator will act upon that recommendation and, if accepted, the successful Proposer will be invited to enter negotiations led by the Purchasing Division.

D.06 AWARD

Award of an agreement is subject to the successful negotiations and the approval of either the County Administrator or the Board of County Commissioners (as provided for in the current Purchasing Code and Procurement Procedures).

END SECTION D

SECTION E: NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

E.02 AGREEMENT

The selected Proposer shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

Negotiated Agreements may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The parties will negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

END SECTION E

ATTACHMENT A

**PROPOSAL SIGNATURE FORM
RFP #15-1079FL**

The undersigned represents that by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal, and that all of the facts and responses set forth in the proposal are true and correct. If the proposer is selected by the County to negotiate an agreement, the undersigned certifies that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal.

Print or Type Proposer's Information Below:

Name of Proposer

Telephone Number

Street Address

Email Address

Web Address

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date Signed

Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____,
[print individual's name and title]

_____ For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity

under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____.

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT C

Chapter 8 - IMPACT FEES

FOOTNOTE(S):

--- (1) ---

Editor's note— Ord. No. 04-19, § 2, adopted Feb. 24, 2004, amended Ch. 8, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Ch. 8 pertained to similar subject matter. See also the Code Comparative Table.

--- (2) ---

Editor's note— Section 3.C., of Ord. No 11-20 states the following:

Effective as of October 1, 2011, Section 803.1.2.2. of the Land Development Code is amended to read as follows (struck-through language to be deleted):

803.1.2.2. Roads Impact Fee. The Board of County Commissioners hereby imposes a Roads Impact Fee at the rates established pursuant to Section 803.3.1. (Fee Schedule) and Section 809.8. (Automatic Adjustment to Offset Inflation). The Transportation Impact Fee, previously levied pursuant to this chapter, is hereby incorporated into this Roads Impact Fee. Notwithstanding the foregoing, in response to the significant reduction in road construction costs resulting from economic recession, during the two-year period commencing July 27, 2009, and ending July 27, 2011, the Roads Impact Fee shall be levied at fifty percent (50%) of the rates established pursuant to Section 803.3.1., and shall not be adjusted for inflation during such period. Such reduced rates shall apply to any Impact-Generating Land Development for which:

- a. On or after January 1, 2009, an application was submitted for the approval that would require the payment of Impact Fees pursuant to Section 803.1.3 (FSP, Building Permit, Administrative Permit, etc.), except in the case of development governed by Section 803.1.3.5., in which case application for a building permit must have been submitted on or after January 1, 2009; and
- b. On or after July 27, 2009, the approval that would require the payment of Impact Fees pursuant to Section 803.1.3 (FSP, Building Permit, Administrative Permit, etc.), is issued, except in the case of development governed by Section 803.1.3.5., in which case a certificate of occupancy must be issued on or after July 27, 2009.

During the aforesaid two-year period the County shall conduct a study of the Roads Impact Fee, and at the end of such two-year period shall make such modifications to Section 803.3.1. as are necessary to assure that the rates established thereunder are based on the most recent and localized data in accordance with the requirements of Section 163.31801, Florida Statutes.

Section 801. - Title, Authority, and Applicability.

801.1. This chapter shall be known and may be cited as Chapter 8: Impact Fees.

801.2. The Board of County Commissioners of Manatee County has the authority to adopt this chapter pursuant to Article VIII of the Florida Constitution (1968) and Chapters 125 and 163 of the Florida Statutes (2003).

801.3. This chapter shall apply uniformly throughout the unincorporated area of Manatee County.

(Ord. No. 04-19, § 2, 2-24-04)

Section 802. - Legislative Findings, Reliance Upon The Impact Fee Study, and Intent.

802.1. The Board of County Commissioners of Manatee County hereby finds that the document titled "IMPACT FEE RATE STUDY FOR ROADS, PARKS, PUBLIC SAFETY, AND LAW ENFORCEMENT IN MANATEE COUNTY, FLORIDA", prepared for Manatee County, Florida, by Henderson Young & Company, and dated May 26, 2011, is based upon the most recent and localized data and relies upon said document in the adoption of this chapter.

802.2. This chapter is intended to implement and be consistent with the Manatee County Comprehensive Plan and is intended to be consistent with Section 163.31801, Florida Statutes (the "Florida Impact Fee Act").

802.3. It is the further intent of this chapter that new development pay for its fair share of the cost of County Capital Facilities required to accommodate new development through the imposition of Impact Fees that will be used to finance, defray, or reimburse all or a portion of the costs incurred by the County to construct or acquire Improvements for County Capital Facilities to accommodate that new development.

802.4. It is also the intent of this chapter to be consistent with the principles for allocating a fair share of the cost of new County Capital Facilities to new users as established by the Florida Supreme Court and the District Courts of Appeal of Florida in the case of Contractors and Builders Association of Pinellas County v. City of Dunedin, 329 So.2d 314 (Fla., 1976), and other cases. This is accomplished by ensuring new development bears a proportionate share of the cost for Improvements to these County Capital Facilities; ensuring such proportionate share does not exceed the cost incurred by the County for Improvements for such County Capital Facilities to accommodate new development; and ensuring that new development receives sufficient benefit from the funds collected in the form of Improvements for such County Capital Facilities.

802.5. It is further the intent of this chapter to establish a system for the efficient and coordinated administration of Impact Fees authorized by this chapter, including the consistent administration of payments, expenditures, appeals, credits, refunds, and reviews of independent impact analysis.

802.6. It is not the intent of this chapter to collect any Impact Fees from any new development in excess of the actual amount necessary to offset new demands for County Capital Facilities.

802.7. It is not the intent of this chapter that any monies collected from any Impact Fees deposited in an Impact Fee Account ever be commingled with monies from a different Impact Fee Account, or ever be used for a type of County Capital Facility or equipment different from that for which the Fees are paid, or ever be used to replace or rehabilitate existing Improvements for County Capital Facilities.

(Ord. No. 04-19, § 2, 2-24-04; Ord. No. 06-75, §§ 3A, 3B, 11-7-06, eff. 2-17-07; Ord. No. 11-20, § 3(B), 6-21-11)

Section 803. - Impact Fees to be Imposed.

803.1. *Fee Obligation.*

803.1.1. *Obligation.* Any person who commences any Impact-Generating Land Development, except those exempted pursuant to Section 803.2, shall be obligated to pay Impact Fees as required by this chapter. The person commencing the Impact-Generating Land Development or such person's Successor-in-Interest shall be obligated to pay the Impact Fees. The amount of the Fees shall be determined in accordance with Section 803.3.

803.1.2. *Fees Levied.*

803.1.2.1. *Countywide Parks Impact Fee.* The Board of County Commissioners hereby imposes a Countywide Parks Impact Fee at the rates established pursuant to Section 803.3.1. (Fee Schedule) and Section 809.8. (Automatic Adjustment to Offset Inflation). The Local Parks Impact Fee and the Countywide Park/Open Space Impact Fee, previously levied pursuant to this chapter, are hereby incorporated into this Countywide Parks Impact Fee.

803.1.2.2. *Roads Impact Fee.* The Board of County Commissioners hereby imposes a Roads Impact Fee at the rates established pursuant to Section 803.3.1. (Fee Schedule) and Section 809.8. (Automatic Adjustment to Offset Inflation). The Transportation Impact Fee, previously levied pursuant to this chapter, is hereby incorporated into this Roads Impact Fee. Notwithstanding the foregoing, in response to the significant reduction in road construction costs resulting from economic recession, during the twenty-six-month period commencing July 27, 2009, and ending September 30, 2011, the Roads Impact Fee shall be levied at fifty (50) percent of the rates established pursuant to Section 803.3.1., and shall not be adjusted for inflation during such period. Such reduced rates shall apply to any Impact-Generating Land Development for which:

- a. On or after January 1, 2009, an application was submitted for the approval that would require the payment of Impact Fees pursuant to Section 803.1.3. (FSP, Building Permit, Administrative Permit, etc.), except in the case of development governed by Section 803.1.3.5., in which case application for a building permit must have been submitted on or after January 1, 2009; and
- b. On or after July 27, 2009, the approval that would require the payment of Impact Fees pursuant to Section 803.1.3. (FSP, Building Permit, Administrative Permit, etc.), is issued, except in the case of development governed by Section 803.1.3.5., in which case a certificate of occupancy must be issued on or after July 27, 2009.

During the aforesaid period the County shall conduct a study of the Roads Impact Fee, and at the end of such period shall make such modifications to Section 803.3.1. as are necessary to assure that the rates established thereunder are based on the most recent and localized data in accordance with the requirements of Section 163.31801, Florida Statutes. ²

803.1.2.3. *Law Enforcement Impact Fee.* The Board of County Commissioners hereby imposes a Law Enforcement Impact Fee at the rates established pursuant to Section 803.3.1. (Fee Schedule) and Section 809.8. (Automatic Adjustment to Offset Inflation).

803.1.2.4. *Public Safety Impact Fee.* The Board of County Commissioners hereby imposes a Public Safety Impact Fee at the rates established pursuant to Section 803.3.1. (Fee Schedule) and Section 809.8. (Automatic Adjustment to Offset Inflation).

803.1.3. *Time Fees Paid.* The Impact Fees shall be paid to the County Impact Fee Administrator:

803.1.3.1. At time of issuance of a Building Permit for additions/renovations and manufactured home replacements (should there be an increase in the number of bedrooms); or

803.1.3.2. Prior to Final Plan Approval or its functional equivalent where no Building Permit is required (e.g., "AP," "FSP," etc.); or

803.1.3.3. Prior to installation of the required improvements release by the Growth Management Division for recreational vehicle parks; or

803.1.3.4. Prior to Administrative Permit approval for golf courses; or

803.1.3.5. Prior to issuance of a Certificate of Occupancy or Certificate of Completion (as the case may be), for all other development and for an Independent Impact Analysis (Section 803.3.5); or

803.1.3.6. At an earlier stage of development if required by a condition of a planned development approval or pursuant to either a Pre-Payment of Impact Fees (Section 803.1.8) or a Fee Agreement (Section 803.1.9).

803.1.4. *Extension of Previous Permit.* If the Feepayer applies for an extension of a previously applied for Building Permit and Impact Fees have not been paid prior to the time the extension is requested, the Impact Fees due for the development subject to the extension shall be the Impact Fees in effect at the time the extension is requested.

803.1.5. *Change of Use.* If the Feepayer is applying for a permit to allow a change of use or for the expansion, redevelopment, or modification of an existing development, the Impact Fees required to be paid shall be based on the net increase in the Impact Fees for the new use as compared to the previous use.

803.1.6. *Destruction or Redevelopment.* If the Feepayer is applying for a permit to allow the development or redevelopment of an existing use, which does not involve a change in use, the Impact Fees required to be paid shall be based on the net increase in the unit of measurement between the existing and new development, such as the number of bedrooms for residential development, area for certain nonresidential development, and rooms for hotel/lodging.

803.1.7. *Prior Obligation.*

803.1.7.1. *Obligation Under Prior Impact Fee Regulation.* Any Feepayer who, prior to February 17, 2007, was obligated at time of Building Permit under previous versions of Chapter 8 or earlier versions of the county's impact fee regulations to pay Impact Fees at time of Certificate of Occupancy shall be responsible for the payment of the Fees which were obligated to be paid, and payment of such Fees shall constitute full and complete compliance with the requirements of this chapter. Should, however, an extension of the permit be required, the provisions of Sec. 803.1.4 shall apply.

803.1.7.2. *Other Obligation.* Any Feepayer who, prior to February 17, 2007, was obligated as a condition of development approval to pay Impact Fees shall be responsible for the payment of the Fees under the terms of such agreement, and the payment of such Fees will be offset against any Impact Fees otherwise due at later stages of development for which the Fees were paid.

803.1.8. *Pre-Payment of Impact Fees.*

803.1.8.1. Any Feepayer may pay Impact Fees for a Component or all Components of an entire Impact-Generating Land Development at any time between the approval of a Final Development Order and issuance of the first Building Permit for the development, upon approval of the Board and pursuant to a Fee Agreement.

803.1.8.2. A Fee Agreement providing for pre-payment may include a provision that exempts the Feepayer from subsequent increases in Impact Fees to any Impact Fee Component for which all Fees have been paid pursuant to this subsection. A Feepayer shall be obligated to pay any and all Impact Fees in place at the time Impact Fees are due and owing for Components not pre-paid pursuant to this section, including any new Impact Fee Components adopted.

803.1.9. *Fee Agreement.* Prior to issuance of a Certificate of Occupancy or Certificate of Completion (as the case may be), the owner of the Impact-Generating Land Development may, with the concurrence of the Board, enter into a Fee Agreement providing for payment of Impact Fees at a time to be specified in the Fee Agreement. In no event shall the terms of the Fee Agreement provide for the payment of Impact Fees later than issuance of a Certificate of Occupancy or Certificate of Completion (as the case may be).

803.2. *Exemptions.* The following types of development shall be exempted from payment of the Impact Fees. Any claim for exemption shall be made no later than the time when the applicant applies for the first Building Permit for the proposed Impact-Generating Land Development that creates the obligation to pay the Impact Fees, and any claim for exemption not made at or before that time is waived. The exemption shall be determined by the County Impact Fee Administrator.

803.2.1. Reconstruction, expansion, or replacement of a previously existing residential unit that does not increase the number of bedrooms.

803.2.2. The replacement of a destroyed or partially destroyed non-residential building or structure with a new non-residential building or structure of the same use as the original structure, where there is no increase in area.

803.2.3. Construction of unoccupied accessory structures related to a residential unit.

803.2.4. Impact-Generating Land Development for which Impact Fees for each type of County Capital Facility covered by this chapter has previously been paid in an amount that equals or exceeds the Impact Fees that would be required by this chapter.

803.2.5. Impact-Generating Land Development undertaken by a Federal, State, County or Municipal government or a fire district.

803.2.6. Impact-Generating Land Development undertaken by a public school board or community college.

803.2.7. Impact Generating Land Development undertaken by the Manatee County Port Authority within PDPM (Planned Development Port Manatee) provided in Section 603.18 of the Manatee County Land Development Code where the structures are owned by the Manatee County Port Authority. This exemption shall not include Impact-Generating Land Development undertaken within PDPM (Planned Development Port Manatee) where structures are owned by a person other

than the Manatee County Port Authority, in which event the structure itself and any land leased by the Manatee County Port Authority to that person shall be subject to the requirements of this chapter.

803.3. Calculation of Amount of Impact Fees. The amount of Impact Fees due shall be determined pursuant to the provisions of this subsection by the County Impact Fee Administrator at or prior to the time payment is due pursuant to Section 803.1.3.

803.3.1. Fee Schedule. Any person who commences any Impact-Generating Land Development, except those exempted pursuant to Section 803.2. (Exemptions), or those preparing an Independent Impact Analysis pursuant to Section 803.3.5. (Independent Impact Analysis), shall pay all Impact Fees applicable to the proposed Impact-Generating Land Development, as determined by the Impact Fee Schedule included in this chapter as Exhibit 8-1: Impact Fee Schedule, and incorporated herein by reference. The County Impact Fee Administrator shall make a determination as to the appropriate land use designation listed in the Impact Fee Schedule, based upon the nature and intent of a proposed use and any mitigation measures have been put in place to reduce the impact of such use. Such determination may be appealed to the Board of County Commissioners upon payment of a nonrefundable processing fee.

803.3.2. Uses Not Listed. If the Impact-Generating Land Development is of a type not listed in Exhibit 8-1: Impact Fee Schedule, then the County Impact Fee Administrator shall be responsible for determining whether the use is comparable to another type of land use listed in Exhibit 8-1: Impact Fee Schedule. If the County Impact Fee Administrator determines the use is comparable to another type of land use listed in Exhibit 8-1: Impact Fee Schedule, the Impact Fees due to be paid for the use shall be the same as for the comparable use. If there is no comparable use, the Impact Fees shall be determined by an Independent Impact Analysis pursuant to Section 803.3.5.

803.3.3. Mix of Uses. If the Impact-Generating Land Development includes a mix of those uses listed in Exhibit 8-1: Impact Fee Schedule, then the Impact Fees shall be determined by adding up the Impact Fees that would be payable for each use as if it were a freestanding use pursuant to Exhibit 8-1.

803.3.4. Computation. The Impact Fees for any Impact-Generating Land Development shall be computed on the basis of the maximum impact of proposed use for the land permitted under applicable laws, ordinances, regulations and permits, except where development is restricted by a Fee Agreement (Section 803.1.9). If the Impact-Generating Land Development includes fractional units, the Fees shall be computed to the appropriate fraction.

803.3.5. Independent Impact Analysis.

803.3.5.1. Request by Fee-payer. In lieu of calculating the amount(s) of Impact Fees by reference to Exhibit 8-1: Impact Fee Schedule, a Fee-payer may submit an application to request the amount of the required Impact Fees be determined by reference to an Independent Impact Analysis for the proposed Impact-Generating Land Development. Such application must contain the information outlined in this Section 803.3.5. and must be accompanied by the appropriate Independent Impact Analysis. The burden shall be on the Feepayer requesting the Independent Impact Analysis to demonstrate by competent

substantial evidence that the data, assumptions, and service units used in the Impact Fee Study and reflected in Exhibit 8-1: Impact Fee Schedule are less accurate than the results of the Independent Impact Analysis.

803.3.5.2. *Request by County Impact Fee Administrator.* In lieu of accepting a payment of Impact Fees based on Exhibit 8-1: Impact Fee Schedule, the Feepayer shall be required to perform an Independent Impact Analysis if the type of Impact-Generating Land Development is not within one (1) of those categories or comparable to a category listed in Exhibit 8-1: Impact Fee Schedule; or may be required to perform an Independent Impact Analysis if the development requires a rezone, site plan or subdivision approval, and the County Impact Fee Administrator determines that due to the nature, timing or location of the proposed Impact-Generating Land Development, it will generate substantially more impacts on County Capital Facilities than those determined in Exhibit 8-1. If the Feepayer is required pursuant to this subsection to perform an Independent Impact Analysis, the County shall be responsible for retaining a qualified professional to prepare the Independent Impact Analysis consistent with the requirements of this chapter, at the Feepayer's expense, but the expenses of preparing the Independent Impact Analysis shall be deducted from the Impact Fees due from the Feepayer for the Impact Fee Component which the Independent Impact Analysis is prepared pursuant to this subsection. The County Impact Fee Administrator may also choose to perform the Independent Impact Analysis using County staff and current engineering data.

803.3.5.3. *Qualifications of Preparer.* Unless the County Impact Fee Administrator chooses to perform an Independent Impact Analysis using County staff, each Independent Impact Analysis shall be prepared and certified by an expert approved by the County Impact Fee Administrator as satisfying the criteria for training and experience established by the Administrative Procedures.

803.3.5.4. *Requirements for Independent Impact Analysis.* An Independent Impact Analysis shall be based on the most recent and localized data, shall be based on the same Capital Facility Standards and unit costs for Improvements for County Capital Countywide Parks Facilities, Capital Roads Facilities, Capital Law Enforcement Facilities, or Capital Public Safety Facilities (as the case may be) used in the Impact Fee Study, shall use an average cost (not a marginal cost) methodology, and shall document the relevant methodologies and assumptions used. Each Independent Impact Analysis shall comply with the following requirements:

803.3.5.4.1. *Roads Impact Fee.* In the case of the Roads Impact Fee, the Independent Impact Analysis shall use the formulas used in the Impact Fee Study to determine travel demand and the amount of Impact Fees, but may attempt to demonstrate that alternate trip generation rates by land use category, alternate trip length, and/or alternate capture and diversion factors more accurately reflect the transportation impacts of the proposed Impact-Generating Land Development. Support shall be provided through local data and surveys.

803.3.5.4.2. *Other Impact Fees.* In the case of the the Countywide Parks Impact Fee, the Law Enforcement Impact Fee, and the Public Safety Impact Fee, the Independent Impact Analysis shall use the formulas used in the Impact Fee Study for the appropriate component, but may attempt to demonstrate that (a) the anticipated usage of Capital

Countywide Parks Facilities by the proposed Impact-Generating Land Development, or (b) the estimated number of calls for law enforcement services by different land uses within the proposed Impact-Generating Land Development, or (c) the per capita replacement cost for Capital Public Safety Facilities required by the proposed Impact-Generating Land Development, vary from the rates used in the Impact Fee Study.

803.3.5.5. *Completeness.* When done pursuant to a Feepayer request, the County Impact Fee Administrator shall review the Independent Impact Analysis and the Feepayer's application for completeness. If additional material is required for effective review of the Independent Impact Analysis, the County Impact Fee Administrator shall notify the applicant of the need for such additional material within ten (10) days after receipt of the application. Applicant shall provide the requested additional materials within thirty (30) days of receipt of notice from the County Impact Fee Administrator, or the application shall be considered withdrawn.

803.3.5.6. *Decision by the County Impact Fee Administrator.* Within thirty (30) days after a determination that the application and accompanying analysis are complete, the County Impact Fee Administrator shall render a written decision accepting, accepting with modifications, or rejecting the Independent Impact Analysis as the basis for calculating Impact Fees due from the proposed Impact-Generating Land Development. The Independent Impact Analysis shall be accepted, accepted with modifications, or rejected based on the review standards in Section 803.3.5.7. (Standards). The decision of the County Impact Fee Administrator shall be in writing. If an Independent Impact Analysis is accepted or accepted with modifications, then the Impact Fees due under this chapter shall be calculated according to the Independent Impact Analysis.

803.3.5.7. *Standards.* The standards for acceptance, acceptance with modifications, or rejection of the Independent Impact Analysis shall be whether the applicant and the Independent Impact Analysis have complied with all requirements of Section 803.3.5.4 (Requirements for Independent Impact Analysis), and if so, whether the resulting Independent Impact Analysis demonstrates, by competent substantial evidence, that an alternative Impact Fee amount more accurately reflects the demands for the relevant County Capital Facilities than the applicable Fees shown in Exhibit 8-1: Fee Schedule.

(Ord. No. 04-19, § 2, 2-24-04; Ord. No. 05-52, § 3, 10-6-05; Ord. No. 06-75, §§ 3C, 3D, 11-7-06, eff. 2-17-07; Ord. No. 09-07, § 3, 2-3-09; Ord. No. 09-37, § 3, 5-19-09; Ord. No. 11-20, § 3(A), (C), 6-21-11)

Section 804. - Use of Impact Fee Funds.

804.1. *County Impact Fee Funds and Accounts.*

804.1.1. *Establishment of County Impact Fee Funds.* County Impact Fee Funds are hereby established for the purpose of ensuring the Impact Fees collected pursuant to this chapter are designated for the accommodation of impacts reasonably attributable to new Impact-Generating Land Development that paid the Impact Fees. One (1) County Impact Fee Fund shall be established for each Impact Fee Component. These Funds shall be maintained as interest bearing accounts.

804.1.2. *Establishment of Separate Accounts Within Funds.* For those Impact Fee Components that have more than one (1) Benefit District, separate Accounts, as determined by the Clerk of the Court, shall be established for each such Benefit District. For those Impact Fee Components that

have a single, countywide Benefit District, the County Impact Fee Fund established for each such Impact Fee Component shall be treated as a separate Account, as determined by the Clerk of the Court.

804.1.3. *Deposit and Management of the County Impact Fee Accounts.* All Impact Fees collected by the County Impact Fee Administrator pursuant to this chapter shall be identified as Impact Fees and shall be promptly deposited into the appropriate Account in the County Impact Fee Funds.

804.1.4. *Interest Earned on Fees.* Interest earned on Fees in any Account in any of the County Impact Fee Funds shall be considered part of such Account, and shall be subject to the same restrictions on use applicable to the Impact Fees deposited in such Account.

804.1.5. *Accounting and Reporting of Collections and Expenditures.* The County shall account for the collections and expenditures of all Impact Fees in accordance with applicable law (including, without limitation, Section 163.31801(3)(b), Florida Statutes) and generally accepted governmental accounting practices.

804.2. *Limitations on Expenditures of Fees in Accounts.*

804.2.1. *Local Park Impact Fee.* The monies collected from the previously imposed Local Park Impact Fee and held in the Local Park Impact Fee Fund shall be transferred to the Countywide Parks Impact Fee Fund and used pursuant to Section 804.2.6.

804.2.2. *Countywide Park/Open Space Impact Fee.* The monies collected from the previously imposed Countywide Park/Open Space Impact Fee and held in the Countywide Park/Open Space Impact Fee Fund shall be transferred to the Countywide Parks Impact Fee Fund and used pursuant to Section 804.2.6.

804.2.3. *Transportation Impact Fee.* The monies collected from the previously imposed Transportation Impact Fee and held in the Transportation Impact Fee Fund shall be transferred to the Roads Impact Fee Fund and used pursuant to Section 804.2.7.

804.2.4. *Law Enforcement Impact Fee.* The monies collected from the Law Enforcement Impact Fee shall be used only for Capital Law Enforcement Facilities, or to pay debt service on any portion of any future general obligation bond issue or revenue bond issue or similar instrument used to finance the acquisition or construction of Capital Law Enforcement Facilities, or reimburse the County for such costs.

804.2.5. *Public Safety Impact Fee.* The monies collected from the Public Safety Impact Fee shall be used only for Capital Public Safety Facilities, or to pay debt service on any portion of any future general obligation bond issue or revenue bond issue or similar instrument used to finance the acquisition or construction of Capital Public Safety Facilities, or reimburse the County for such costs.

804.2.6. *Countywide Parks Impact Fee.* The monies collected from the Countywide Parks Impact Fee shall be used only for Capital Countywide Parks Facilities, or to pay debt service on any portion of any future general obligation bond issue or revenue bond issue or similar instrument used to finance the acquisition or construction of Capital Countywide Parks Facilities, or reimburse the County for such costs.

804.2.7. *Roads Impact Fee.* The monies collected from the Roads Impact Fee shall be used only for Capital Roads Facilities, or to pay debt service on any portion of any future general obligation bond issue or revenue bond issue or similar instrument used to finance the acquisition or construction of Capital Roads Facilities, or reimburse the County for such costs.

804.3. *Money Spent on First-In/First-Out Basis.* Monies in each Account shall be considered to be spent in the order collected, on a first-in/first-out basis.

(Ord. No. 04-19, § 2, 2-24-04; Ord. No. 06-75, § 3E, 11-7-06, eff. 2-17-07)

Section 805. - Benefit Districts.

For the purpose of ensuring Fee-payers receive sufficient benefit for Impact Fees paid, the following benefit districts are established for each Impact Fee Component.

805.1. *Countywide Parks Benefit District.* The Countywide Parks Benefit District shall include the entirety of Manatee County. Countywide Parks Impact Fees shall be expended within the Countywide Parks Benefit District.

805.2. *Roads Benefit Districts.* Four (4) Roads Benefit Districts are established: (1) the Northwest Roads Benefit District, (2) the Northeast Roads Benefit District, (3) the Southwest Roads Benefit District, and (4) the Southeast Roads Benefit District. The boundaries of all four (4) Roads Benefit Districts are shown on Exhibit 8-2: Roads Benefit Districts, which is incorporated herein by reference.

805.2.1. *Within Benefit District.* Roads Impact Fees shall be expended within the Roads Benefit District from which the Fees have been collected in a manner consistent with the requirements of applicable law, except as noted in Section 805.2.2.

805.2.2. *Outside Benefit District.* Roads Impact Fees may be spent on improvements located outside the Benefit District in which the Impact-Generating Land Developments that paid the Fees are located if the Board first makes a written determination that such expenditure will sufficiently benefit the Impact-Generating Land Developments located within the Benefit District and that such expenditure will comply with the requirements of applicable law.

805.3. *Law Enforcement Benefit District.* The Law Enforcement Benefit District shall include the entirety of Manatee County. Law Enforcement Impact Fees shall be expended within the Law Enforcement Benefit District.

805.4. *Public Safety Benefit District.* The Public Safety Benefit District shall include the entirety of Manatee County. Public Safety Impact Fees shall be expended within the Public Safety Benefit District.

805.5. *Administration.* The County Impact Fee Administrator shall be responsible for ensuring that Impact Fees authorized and collected pursuant to this chapter are expended only in accordance with the provisions of this Section 805.

(Ord. No. 04-19, § 2, 2-24-04; Ord. No. 06-75, § 3F, 11-7-06, eff. 2-17-07)

Section 806. - Refunds of Impact Fees Paid.

806.1. *Failure to Encumber Impact Fee Funds.*

806.1.1. *Encumbrance of expenditure within seven (7) years.* Any Impact Fees collected that have not been spent or encumbered within seven (7) years after the date on which the Fees are paid shall be eligible to be refunded to the Feepayer or the Feepayer's Successor-in-Interest, along with interest at the rate of two (2) percent per annum since the date of payment, except as otherwise noted in this section.

806.1.2. *Extension of time.* The Board may by resolution extend for up to three (3) years the date at which Impact Fees shall be refunded. Such an extension shall be made only upon a finding that within such three (3) year period, specific Improvements for County Capital Facilities are planned and will be constructed that will sufficiently benefit the Impact-Generating Land Development for which the Impact Fees were paid. In the case of such an extension, any Impact Fees collected that have not been spent or encumbered within such extension period shall be refunded to the Feepayer or the Feepayer's Successor-in-Interest, along with interest at the rate of two (2) percent per annum since the date of payment.

806.1.3. *Refund.* In order to be eligible to receive a refund of Impact Fees, the Feepayer or the Feepayer's Successor-in-Interest shall be required to submit an application for such refund to the County Impact Fee Administrator. Refunds for proceeds not timely expended shall be made by the County Impact Fee Administrator within one (1) year following the end of the calendar quarter immediately following the seventh year from the date on which the last Certificate of Occupancy was issued for the Impact-Generating Land Development or the expiration date of the extension, whichever is later. If the Feepayer or the Feepayer's Successor-in-Interest does not make application for a refund, the funds shall remain in the impact fee account until spent.

806.1.4. *Successors-in-Interest.* If the Successor-in-Interest claims a refund of Impact Fees, the County Impact Fee Administrator may require written documentation that such rights have been conveyed to the claimant prior to issuing the requested refund.

806.1.5. *Payment and Interest.* The County Impact Fee Administrator shall approve the refund application if it is determined that the Feepayer or the Feepayer's Successor-in-Interest has paid Impact Fees the County has not spent within the period of time permitted under this section. The refund shall include the Impact Fees paid plus interest at the rate of two (2) percent per annum, less any applicable administrative fees adopted pursuant to Section 809.5 (Administrative Fee).

806.2. *Failure to Initiate Development.* If a Feepayer has paid Impact Fees required by this chapter and has obtained a Building Permit, and the Building Permit for which the Fee was paid later expires without the possibility of further extension, then the Feepayer or the Feepayer's Successor-in-Interest shall be entitled to a refund of the Fees paid, without interest, and less any applicable administrative fees adopted pursuant to Section 809.5 (Administrative Fee). In order to be eligible to receive a refund of Impact Fees, the Feepayer or the Feepayer's Successor-in-Interest shall be required to submit an application for such refund to the County Impact Fee Administrator within thirty (30) days after the expiration of the Building Permit for which the Fee was paid. If a Successor-in-Interest claims a refund of Impact Fees, the County Impact Fee Administrator may require written documentation that such rights have been conveyed to the claimant prior to issuing the requested refund.

806.3. *Limitation.* After Impact Fees have been paid pursuant to this chapter, no refund of any part of the Fees shall be made if the Impact-Generating Land Development for which the Fees were paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the development or the number of units in the development.

(Ord. No. 04-19, § 2, 2-24-04; Ord. No. 06-75, §§ 3G--3I, 11-7-06, eff. 2-17-07)

Section 807. - Credits Against Impact Fees.

807.1. *Improvements Eligible for Credits.* Any person who shall commence any Impact-Generating Land Development may apply for a credit against the appropriate Component of the Impact Fees for Capital Countywide Parks Facilities, Capital Roads Facilities, Capital Law Enforcement Facilities, or Capital Public Safety Facilities proposed to be paid pursuant to the provisions of this chapter for any contribution, construction, or dedication of land accepted and received by the County for any Non-Site Related Improvements or Non-Site Related Capital Roads Facilities, including any contribution, payment, construction, or dedication of land made pursuant to a development order issued by the County pursuant to local land development regulations, Section 380.06, Fla. Stat., or any additional requirement imposed by the Florida Land and Water Adjudicatory Commission on a development of regional impact.

807.2. *General Standards.* All awards of Impact Fee credits shall be subject to the following requirements:

807.2.1. Impact Fee credits shall be directly attributable to and approved for the person who made a contribution, payment, construction or land dedication that conforms to the requirements of this section or to such person's Successor-in-Interest.

807.2.2. *Options for Use of Credits.* Impact Fee credits may be utilized consistent with one (1) of the three (3) following options:

807.2.2.1. Impact Fee credits may be used to offset Impact Fees due and owing for an applicable Impact Fee Component of the development project for which contribution, construction, or dedication of land for County Capital Facilities is made and credit accepted pursuant to this section. Credits utilized pursuant to this subsection may only be applied against Building Permits issued subsequent to the time the application for the offer of credit is submitted.

807.2.2.2. Credit may be used in the form of a refund of Impact Fee funds to the developer/owner in the amount of the credit accepted for the contribution, construction, or dedication of land for County Capital Facilities, if Impact Fees have been paid by third parties for Building Permits issued for the development project for which the contribution, construction, or dedication of land is made for which the credit is accepted. Refunds for credits pursuant to this subsection may be requested only by the developer/owner who made the contribution, payment, construction or land dedication for which credit is accepted. The right to receive refunds for credits pursuant to this subsection is not transferable. In no case shall the refund be greater than the amount of Impact Fees paid by third parties for the applicable Impact Fee Component. Further, the total amount which may be refunded for a development project shall not exceed the total amount of Impact Fees due to Manatee County for the applicable Impact Fee Component of the development project less any credit applied

against the Impact Fees due and owing (Section 807.2.2.1). If credits are refunded pursuant to this subsection, the Credit Authorization shall be amended to reduce the amount of credit that can be applied against Impact Fees due and owing.

807.2.2.3. Subject to approval by the Board of County Commissioners, Impact Fee credits may be assigned to any entity and used by the assignee to offset Impact Fees due and owing for an applicable Impact Fee Component of any development project located in the same Benefit District as the development project for which the contribution, construction of improvements, or dedication of land for County Capital Facilities was made and for which the credit was accepted pursuant to this Section 807.

807.2.2.4. Subject to the limitations set forth in this subsection, and pursuant to Section 163.3180(12), Florida Statutes, Impact Fee credits may be used to pay, in part, proportionate share contributions for local and regionally significant traffic impacts, to satisfy the transportation concurrency requirements of the Manatee County Comprehensive Plan for developments of regional impact. Such use of Impact Fee credits shall be subject to the approval by the County of a Land Development Agreement acceptable to the County in its contractual and fiscal discretion. Such Land Development Agreement may include provisions addressing, among other things: (1) the identification of one or more mobility improvements to benefit a regionally significant transportation facility to be fully funded and completed by or on behalf of the applicant, the County, and/or another governmental or quasi-governmental entity; (2) an agreed-upon discounting of the Impact Fee credits to reflect their true present value; and (3) a contribution of land, construction and/or cash payment toward such project or projects, in addition to the use of Impact Fee credits, to at least equal to the applicant's required proportionate-share contribution, taking into consideration the present-value discounting of such Impact Fee credits.

807.2.3. *Transferability.* Credits shall not be transferable from one Impact Fee Component to another Component except credits for each individual Component shall be transferable among development units under the same ownership and within the same Benefit District at the time the Credit Authorization is approved.

807.2.4. *Assignment.* A portion or all of a credit approved pursuant to a Credit Authorization may be assigned and reassigned for use pursuant to Section 807.2.2.3 under terms and conditions acceptable to the County. Such assignment shall be memorialized in an amendment to the Credit Authorization and approved by the Board of County Commissioners.

807.2.5. *Limitation.* No credit shall exceed the amount due for the applicable Impact Fee Component against which it is to be credited, except to the extent that Impact Fees credits are to be transferred pursuant to Section 807.2.3. or assigned pursuant to Section 807.2.4.

807.3. *Countywide Parks Credits.* For any Countywide Parks Impact Fee proposed to be paid, a credit of up to one hundred (100) percent of the Countywide Parks Impact Fees shall be provided for any off-site or on-site contribution, payment, construction or dedication of land for a Capital Countywide Park Facility used in the calculation of the Countywide Parks Impact Fee that is intended for the use of the general public and accepted for that purpose by the County. The credit shall be valued at one hundred (100) percent of the fair market value of the contribution, payment, construction of improvements, or dedication of land.

807.4. *Roads Credits.* For any Roads Impact Fees proposed to be paid, a credit of up to one hundred (100) percent of the Roads Impact Fees shall be provided for any contribution, payment, construction or dedication of land for right-of-way (ROW) for Non-Site Related Improvements that expand the capacity of the Impact Fee Road System. The credit shall be valued at one hundred (100) percent of the fair market value of the contribution, payment, construction of improvements, or dedication of land.

807.5. *Law Enforcement Credits.* For any Law Enforcement Impact Fee proposed to be paid, a credit of up to one hundred (100) percent of the Law Enforcement Impact Fee shall be provided for any off-site or on-site contribution, payment, construction or dedication of land for Capital Law Enforcement Facilities used in the calculation of the Law Enforcement Impact Fee. The credit shall be valued at one hundred (100) percent of the fair market value of the contribution, payment, construction of improvements, or dedication of land.

807.6. *Public Safety Credits.* For any Public Safety Impact Fee proposed to be paid, a credit of up to one hundred (100) percent of the Public Safety Impact Fee shall be provided for any off-site or on-site contribution, payment, construction, or dedication of land for any Capital Public Safety Facilities used in the calculation of the Public Safety Impact Fee. The credit shall be valued at one hundred (100) percent fair market value of the contribution, payment, construction of improvements, or dedication of land.

807.7. *Procedure for Offer of Credits.*

807.7.1. *Application.* Any person eligible to receive Impact Fee credits pursuant to Section 807.1. may submit a written application to the County Impact Fee Administrator. The amount of credits requested (stated as either a final valuation or, if construction has not been completed at the time of application, an estimate of the valuation) shall be included in the application, and the appropriate documentation supporting the valuation or estimate shall accompany the application.

807.7.2. *Completeness Review.* Within thirty (30) days of receipt of the written application, the County Impact Fee Administrator shall determine if it is complete, and if the application is found to be incomplete, the County Impact Fee Administrator shall mail written notification to the applicant at the address listed in the application setting forth the deficiencies and requiring the applicant submit the necessary information. The applicant shall submit the requested information or shall request additional time for submission within thirty (30) days of receipt of the notice. The County Impact Fee Administrator may grant an extension of the time for applicant submission. If an applicant does not submit the information requested or request an extension within such thirty (30) days the application shall be considered withdrawn. The County Impact Fee Administrator shall not process the application until the County Impact Fee Administrator determines that the application is complete.

807.7.3. *Substantive Review and Staff Recommendation.* Within thirty (30) days of the date the application for an offer of credit is determined complete, it shall be reviewed by the County Impact Fee Administrator to determine whether it meets the standards of Section 807.7.3.1 (Standards) whether it should be accepted, and if so, the amount of credit. The results of the review shall be presented to the Board by the County Impact Fee Administrator along with the Administrator's recommendation for either approval or denial.

807.7.3.1. *Standards.* The standard to be applied in making a decision to accept, accept with modifications, or reject an offer for credit shall be whether the offer complies with all applicable requirements of this Section 807 (Credits Against Impact Fees), and if so, whether

the offer of credit will result in a reduction of the costs to the County of constructing Capital Countywide Parks Facilities, Capital Roads Facilities, Capital Law Enforcement Facilities, or Capital Public Safety Facilities (as the case may be), by an amount at least equal to the value of the offer of credit.

807.7.4. Board Approval and Credit Authorization. The Board shall review all applications for offers of credit on a case-by-case basis and shall approve or deny each application. In its review, the Board may consider any information it deems relevant including, without limitation, the standards set forth in Section 807.7.3.1. For all applications receiving Board approval, the County shall issue a Credit Authorization identifying the contribution, construction or dedication of land for which credit is provided, its fair market value, the amount of the approved credit, how credit is to be provided, and any other relevant terms and conditions of the credit. All material terms of the Credit Authorization must be approved by the Board. Failure to approve an application may necessitate that the County provide the applicant with an alternative form of compensation for the contribution, construction of improvements, or dedication of land for which the credits were applied.

807.7.5. Withdrawal. The applicant may withdraw the application for an offer of credit at any time prior to the acceptance of an offer of credit by the County Impact Fee Administrator, by submitting written notice to the County Impact Fee Administrator stating an intent to withdraw.

807.7.6. Time of Credit and Valuation.

807.7.6.1. Land Dedications. Where land is being dedicated, the Fee payer shall deposit with the County a pro-rated amount of property taxes based on the prior year's ad valorem tax. Approved credits for land dedications shall become effective when the land has been conveyed to the County in a form acceptable to the County at no cost to the County, and has been accepted by the Board. When such conditions have been met, the County Impact Fee Administrator shall note that fact in the County's records. The Credit Authorization shall state the amount of credit available.

807.7.6.2. Improvements. Approved credits for acquisition or construction of Improvements shall become effective when (a) all required construction has been completed and has been accepted by the County, (b) a suitable maintenance and warranty bond has been received and approved by the County, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements of the County (and the State of Florida, if applicable).

807.7.6.3. Valuation. The value of any contribution, construction of improvements, or dedication of land for County Capital Facilities for which credit is sought or has been approved shall be calculated as of the earliest point in the development approval process when the need for the contribution, construction of improvements, or dedication of land was identified and made a condition of approval.

(Ord. No. 04-19, § 2, 2-24-04; Ord. No. 06-75, § 3J, 11-7-06, eff. 2-17-07; Ord. No. 10-63, § 3, 9-14-10; Ord. No. 14-13, § 5 (Exh. C), 3-11-14)

Section 808. - Appeals.

808.1. *General.* A Fee payer may appeal a decision of the County Impact Fee Administrator to the Board on a request for an Independent Impact Analysis (Section 803.3.5), a Refund (Section 806), or an offer of credit (Section 807), by filing an appeal, in writing, with the County Impact Fee Administrator, within sixty (60) calendar days of the decision. The appeal shall include a written notice stating in detail the grounds of the appeal. The County Impact Fee Administrator shall place the appeal on the Board's agenda for a regularly scheduled meeting or a special meeting called for that purpose, and forward the record of the matter that is on appeal to the Board.

808.2. *Record.* The record considered by the Board shall be the record of the application for Independent Impact Analysis, the offer of credit, or the request for Refund (as the case may be).

808.3. *Notice.* The County Impact Fee Administrator shall notify the applicant by mail or hand delivery at least 15 calendar days prior to the Board's hearing on the appeal.

808.4. *Hearing on Appeal.* At the hearing on the appeal, the Board shall provide the appellant an opportunity to identify the grounds for the appeal and the basis for the County Impact Fee Administrator's error on the decision, based on the record. The County Impact Fee Administrator or a representative, other County staff involved in the decision, and the appellant shall be allowed to respond, based on the record. After the presentations, the Board may hear from any other person(s) it deems appropriate, and then based on the testimony heard at the hearing and the record, the Board shall affirm, modify or reverse the decision of the County Impact Fee Administrator based on the standards in Section 808.5 (Standards).

808.5. *Standards.* To reverse a decision of the County Impact Fee Administrator, the Board shall find that there is a clear and demonstrable error in the application of the facts in the record to the standards for review of an Independent Impact Analysis (Section 803.3.5), Refund (Section 806), or offer of credit (Section 807) (as the case may be). If the Board reverses or modifies the decision, it shall provide the County Impact Fee Administrator clear direction on the proper decision. In no case shall the Board have the authority to negotiate the amount of the Impact Fees or waive the Fees. The decision of the Board shall be final.

808.6. *Form of Decision.* The Board's decision on the appeal shall be in writing and shall include findings of fact and the application of those facts to the relevant standards.

(Ord. No. 04-19, § 2, 2-24-04; Ord. No. 06-75, § 3K, 11-7-06, eff. 2-17-07)

Section 809. - Miscellaneous Provision.

809.1. *No Expenditure for Routine Maintenance, Rehabilitation, or Replacement.* No monies from the County Impact Fee Funds shall be spent for periodic or routine maintenance, rehabilitation, or replacement of any facility of any type.

809.2. *Construction of Site-Related Improvements.* Nothing in this chapter shall restrict the County from requiring an applicant for an Application for Development Approval to construct Site-Related Improvements, or other reasonable project improvements required to serve the applicant's project, whether or not such improvements are of a type for which credits would otherwise be available under Section 807. Such Site-Related Improvements shall not be eligible for credits pursuant to Section 807.

809.3. *Capital Improvements Program.* At least once during each fiscal year of the County, the County Administrator or a designee shall present to the Board a proposed capital improvements program for the County Capital Countywide Parks Facilities, Capital Roads Facilities, Capital Law Enforcement

Facilities, and Capital Public Safety Facilities, including related equipment and vehicles, and such capital improvements program shall assign monies from each County Impact Fee Fund and Account to specific projects and related expenses for the type of facilities or services for which the Fees in that Account were paid. The Board shall accept, modify or reject the proposed capital improvements program of the County Administrator or a designee, and direct monies from the County Impact Fee Fund Accounts spent consistent with the approved capital improvement program for that year. Any monies, including any accrued interest, not assigned to specific projects within such capital improvements program, or not expended pursuant to Section 804 for those County Capital Facilities not eligible for inclusion in such capital improvements program, shall be retained in the same Account until the next fiscal year.

809.4. *Administrative Procedures.* The Board may adopt by resolution Administrative Procedures to implement this chapter.

809.5. *Administrative Fee.* The Board of County Commissioners may adopt a resolution providing for administrative fees to be retained by the County as payment for the expenses of collecting the fees and administering this chapter. In no case shall the administrative fees adopted by the Board exceed the actual costs to the County of paying such expenses.

809.6. *Mistake or Misrepresentation.* If Impact Fees are calculated and paid based on a mistake or misrepresentation, they shall be recalculated. Any amounts overpaid by a Feepayer shall be refunded by the County within thirty (30) days after the County Impact Fee Administrator's acceptance of the recalculated amount, with interest at the rate of two (2) percent per annum since the date of such overpayment. Any amounts underpaid by the Feepayer shall be paid to the County (Clerk of the Circuit Court) within thirty (30) days after the County Impact Fee Administrator's acceptance of the recalculated amount, with interest at the rate of two (2) percent per annum since the date of such underpayment. In the case of an underpayment to the County, after discovery of the error the County shall not issue any additional permits or approvals for the project for which the Impact Fees were previously paid until such underpayment is corrected, and if amounts owed to the County are not paid within sixty (60) days, the County may also repeal any permits issued in reliance on the previous payment of such Impact Fees and refund such Fees to the then current owner of the land.

809.7. *Affordable Housing.* Manatee County may pay a portion of any Impact Fees exacted pursuant to this chapter against any Impact-Generating Land Development that has entered into a Land Use Restriction Agreement ensuring that the Impact-Generating Land Development meets those standards established by Manatee County for an affordable housing project. When an existing affordable housing unit is demolished, the property owner may transfer available Impact Fee credits from the unit for use for affordable housing development as a method for meeting requirements for mitigation related to the loss of the affordable housing unit. Such Impact Fee credits must be used in the Benefit District in which the affordable housing unit that was demolished was located.

809.8. *Automatic Adjustment to Offset Inflation.* Beginning August 3, 2009, the Impact Fees shown in Exhibit 8-1: Impact Fee Schedule shall be adjusted annually to reflect the effects of inflation on those costs for Capital Countywide Parks Facilities, Capital Roads Facilities, Capital Law Enforcement Facilities, and Capital Public Safety Facilities set forth in The Impact Fee Study. On the first Monday in August 2009, and on the first Monday of August of each following year, unless (a) and until the Fees in Exhibit 8-1 are revised or replaced by action of the Board, or (b) the automatic increase is deferred pursuant to Section 809.8.1, each Impact Fee amount set forth in Exhibit 8-1 shall be adjusted to account for inflationary increases in the costs of providing the Capital County Facilities using the Construction Cost

Index calculated by the Engineering News-Record (ENR). Notice of such increase shall be provided in accordance with Section 163.31801, Florida Statutes. For each such adjustment, the Impact Fees shown in Exhibit 8-1 shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one-year prior to the period reflected in the numerator.

809.8.1. *Deferral of Automatic Increase.* The Board of County Commissioners may elect to defer the automatic adjustment to offset inflation. The election of deferral shall be done by adoption of a Resolution of the Board.

809.9. *Five-Year Review.* At least once every five (5) years, the County Impact Fee Administrator, after consultation with all other appropriate providers of Capital Countywide Parks Facilities, Capital Roads Facilities, Capital Law Enforcement Facilities, and Capital Public Safety Facilities, shall recommend to the Board whether any changes should be made to Exhibit 8-1: Impact Fee Schedule, and other sections of this chapter to reflect changes in the factors that affect the fee schedule. The purpose of this review is to analyze potential changes in needs, to assess any changes in the characteristics of land uses, to assess Capital Public Facility Standards, to assess changes on the demand new growth and development places on County Capital Facilities, and to ensure that the Impact Fees charged new Impact-Generating Land Development will not exceed its pro rata share for the reasonably anticipated expansion costs of County Capital Facilities.

809.10. *Borrowing of Funds from Non-Impact Fee Source.* If the Board borrows funds from non-impact fee sources for the funding of Improvements for County Capital Facilities with the intent of repaying those funds with Impact Fees, the following procedures shall apply. The Board shall adopt a resolution finding that the Improvements for County Capital Facilities for which the funds are borrowed shall mitigate needs created by Impact-Generating Land Development. The Board shall adopt a resolution providing for the appropriation and expenditure of Impact Fee funds in order to reimburse the source of the borrowed funds in the same manner that the Impact Fees would otherwise be expended.

809.11. *Enforcement.* Knowingly furnishing false information to any governmental official on any matter related to the administration of this chapter shall constitute a violation of this chapter. Violations of this chapter shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction, shall be punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail not to exceed sixty (60) days or by both such fine and imprisonment; however, in addition to or in lieu of any criminal prosecution, the County shall have the power to sue for legal and equitable relief in Circuit Court to enforce the provisions of this chapter.

(Ord. No. 04-19, § 2, 2-24-04; Ord. No. 05-52, § 4, 10-6-05; Ord. No. 06-75, § 3L, 11-7-06, eff. 2-17-07; Ord. No. 08-81, § 2, 12-4-08; Ord. No. 14-13, § 5(Exh. C), 3-11-14)



**Manatee County Impact Fee Schedule
for Unincorporated Areas
October 1, 2011**

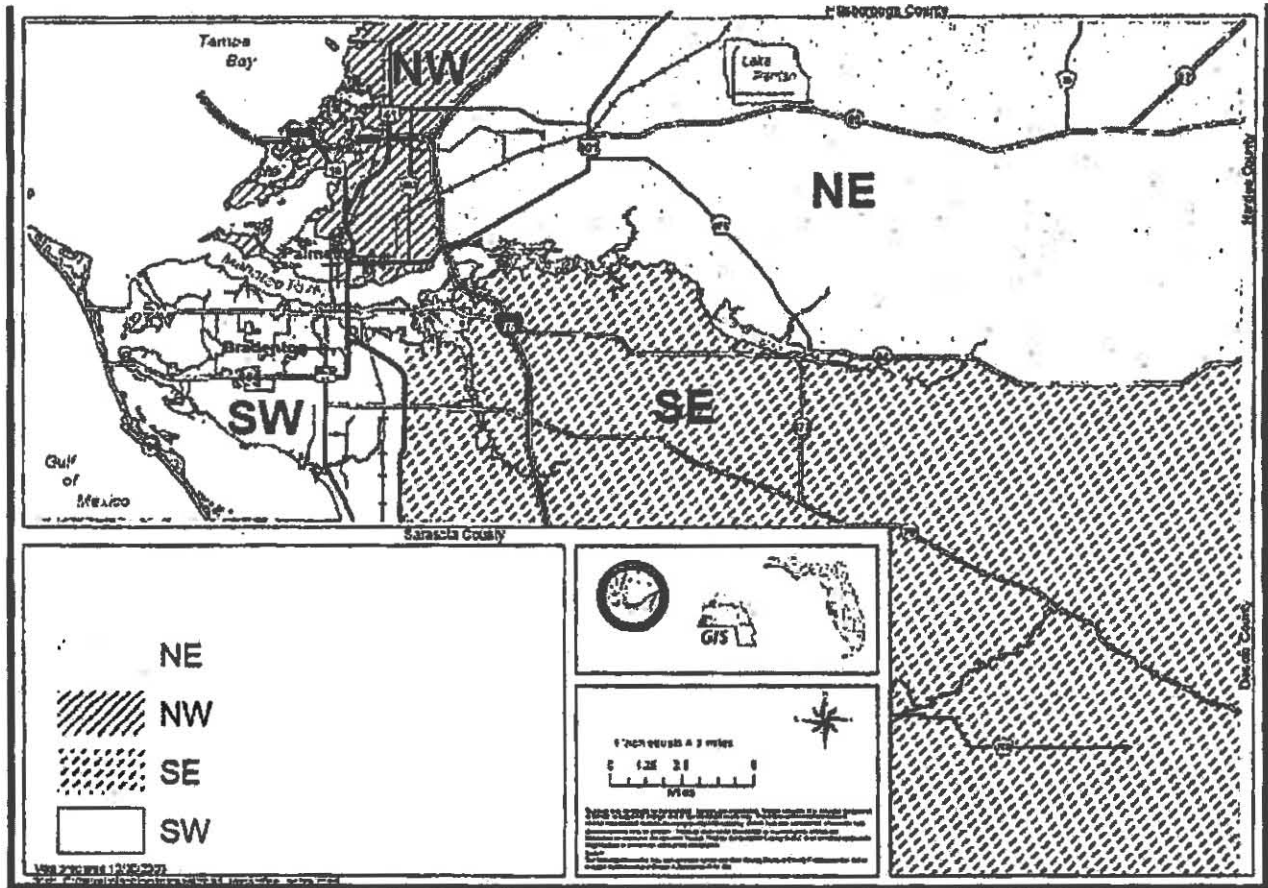
EXHIBIT 8-1

NOTE: Does not include any adjustments for water or sewer fees. Contact the Manatee County Utilities Department for information on water and sewer fees.

	<u>County Wide Parks</u>	<u>Law Enforce- ment</u>	<u>Public Safety</u>	<u>Roads</u>	<u>Total County Fee</u>
RESIDENTIAL (Per Housing Unit)					
Single Family Detached					
0-2 bedrooms	\$1,177.02	\$471.52	\$250.77	\$3,254.87	\$5,154.18
3 bedrooms	\$1,426.82	\$572.05	\$304.29	\$3,946.03	\$6,249.19
4+ bedrooms	\$1,878.44	\$752.90	\$400.46	\$4,741.66	\$7,773.47
Townhouse/Duplex					
0-2 bedrooms	\$1,042.81	\$604.91	\$254.09	\$1,542.90	\$3,444.71
3+ bedrooms	\$1,528.61	\$886.29	\$372.19	\$1,918.80	\$4,705.90
Manufactured Homes					
0-2 bedrooms	\$505.12	\$258.25	\$166.25	\$1,183.82	\$2,113.44
3+ bedrooms	\$612.32	\$313.59	\$201.88	\$1,436.30	\$2,564.09
All Other Housing Types					
0-2 bedrooms	\$702.43	\$320.34	\$180.71	\$1,627.06	\$2,830.54
3+ bedrooms	\$1,101.19	\$502.49	\$283.48	\$2,272.27	\$4,159.42
NONRESIDENTIAL (Per 1,000 sq ft unless otherwise stated)					
Commercial/Shop Ctr	n/a	\$516.23	\$127.96	\$7,152.15	\$7,796.34
Office	n/a	\$606.31	\$133.22	\$1,822.88	\$2,562.41
Hospital	n/a	\$490.03	\$101.03	\$2,734.32	\$3,325.38
Mini-Warehouse	n/a	\$165.13	\$77.05	\$414.29	\$656.47
Warehouse	n/a	\$153.71	\$75.71	\$589.95	\$819.37
Manufacturing	n/a	\$127.12	\$74.43	\$426.16	\$627.71
Light Industrial	n/a	\$141.97	\$75.81	\$776.46	\$994.24
Church (without weekday school or day care)	n/a	\$234.10	\$91.92	\$1,508.02	\$1,834.04
Nursing Home	n/a	\$183.72	\$637.96	\$2,126.39	\$2,948.07
Day Care	n/a	\$715.19	\$100.62	\$3,310.39	\$4,126.20
Secondary School (High School, Middle School)	n/a	\$715.19	\$100.62	\$3,310.39	\$4,126.20
Elementary School	n/a	\$715.19	\$100.62	\$3,310.39	\$4,126.20
Lodging ⁽¹⁾	n/a	\$399.69	\$131.18	\$1,143.44	\$1,674.31

⁽¹⁾ Road impact fee rates for lodging (hotels, motels) are calculated per room.
Remaining impact fee rates for lodging are calculated per 1,000 square feet.

EXHIBIT 8-2: TRANSPORTATION BENEFIT DISTRICTS



(Ord. No. 05-52, § 5, 10-6-05; Ord. No. 06-75, § 3M, 11-7-06, eff. 2-17-07; Ord. No. 09-07, § 4, 2-3-09; Ord. No. 11-20, § 3(D), 6-21-11)

ATTACHMENT D

INSURANCE AND BONDING REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. <input type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ each occurrence <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. <input type="checkbox"/> Employer's Liability:	\$ single limit per occurrence
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. <input checked="" type="checkbox"/> Other Insurance, as noted:	a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement. b. <input type="checkbox"/> Installation Floater \$ _____ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an " Installation Floater " with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). c. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the completion of the Work.

Insurance / Bond Type	Required Limits
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>e. <input checked="" type="checkbox"/> Professional Liability \$ <u>1,000,000</u> per claim and in the aggregate</p> <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft \$ _____ per occurrence</p>
6. <input type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input type="checkbox"/> Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount. \$ _____

Reviewed by Risk: **INSURANCE REQUIREMENTS**

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.

- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
 - 1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# insert IFB #, insert IFB title
For any and all work performed on behalf of Manatee County.**
 - 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: insert name, insert title**

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a bid to this IFB, the bidder agrees should the bidder's bid be accepted, to **execute the form of Agreement and present the same to Manatee County for approval within ten (10) calendar days after notice of intent to award.** The bidder further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If Owner enters into an Agreement with a bidder, or if Owner rejects any and/or all bids, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing Work, the successful bidder shall obtain, for the benefit of and directed to Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the successful bidder of its obligation under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the successful bidder to provide the Payment and Performance Bond shall be approved by Owner prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in successful bidder being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Surety of such bonds shall be in an amount equal to 100% of the Contract Price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to Owner. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, **within ten (10) calendar days after notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing Work, the successful bidder shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, Owner will make no payment to the successful bidder until the successful bidder has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with Owner. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the successful bidder. Failure of the successful bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. Owner may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of Owner at any time to require performance by the successful bidder of any provisions set out in the resulting Agreement will in no way affect the right of Owner, thereafter, to enforce those provisions.

BIDDER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Bidder Name: _____ Date: _____

Bidder's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.