



AGENDA
TAVARES CITY COUNCIL
July 21, 2010
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Mark Andrews, Bridges

III. APPROVAL OF AGENDA

(The City Council Agenda is subject to change at the time of the Tavares City Council Meeting)

IV. APPROVAL OF MINUTES

Tab 1) City Council Regular Meeting, July 7, 2010 Mayor Wolfe

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Water Professionals Week Mayor Wolfe

Tab 3) Employee Medical Center Program Workshop Lori Tucker

VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS

VII. READING OF ALL ORDINANCES/RESOLUTIONS
INTO THE RECORD Nancy Barnett

VIII. CONSENT AGENDA

Tab 4) Interlocal Agreement with Lake County Library System
– Extend for One Year Tammy Rogers

IX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING

(All Ordinances under First Reading are not discussed, unless otherwise noted, until the Second Reading)

First Reading

Tab 5) Ordinance #2010-12 – Charter Referendum – Four Year Terms Nancy Barnett

Second Reading

X. GENERAL GOVERNMENT

- | | |
|---|---------------|
| Tab 6) City Administrator’s Compensation | Mayor Wolfe |
| Tab 7) Bassmasters Crappie Tournament 2012 | Bill Neron |
| Tab 8) Design of Alleyway Signs | Jacques Skutt |
| Tab 9) Request to Authorize Mayor to Sign the New Water Protection and Sustainability Program Agreement | Brad Hayes |
| Tab 10) Horizon Project Team Update on School Bus Barn Property | Mayor Wolfe |
| Tab 11) Discussion on Golf Cart Ordinance – Requirement for Drivers License | Mayor Wolfe |

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

- | | |
|----------------------------|---------------------|
| Tab 12) City Administrator | John Drury |
| Tab 13) Council Reports | City Councilmembers |

This Agenda is provided to the City Council only as a guide, and in no way limits their consideration to the items contained hereon. The Council has the sole right to determine those items they will discuss, consider, act upon, or fail to act upon. Changes or amendments to this Agenda may occur at any time prior to, or during the scheduled meeting.

F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes he may need to ensure that a verbatim record of the proceedings is made, which record

includes the testimony and evidence upon which the appeal is to be based.

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352) 253-4546.

The Language of Local Government

Definition of Terms

agenda – A list of items to be brought up at a meeting.

annexation – The process by which a municipality, upon meeting certain requirements, expands its incorporated limits.

bid – Formal quotation, based on common specifications, for the provision of goods or services. Opened at public for meeting consideration and award.

budget – A comprehensive financial plan to sustain municipal operations during a given year with related explanation.

buffer – A strip of land, vegetation and/or opaque wall that sufficiently minimizes the physical or visual intrusion generated by an existing or future use.

call for the question – Term used to end the discussion and vote on the motion.

capital outlay – Expenditures made to acquire fixed assets or additions to them usually made from the general fund or utility fund where the assets are to be used.

conflict of interest – A term used in connection with a public official's relationship to matters of private interest or personal gain and which prohibits participation in the discussion under decision.

consent agenda – A policy of the governing body to approve, in one motion, routine and/or non-controversial items, which can be determined prior to the meeting.

contiguous – Sharing a common boundary.

contingency – An appropriation of funds to handle unexpected events and emergencies which occur during the course of the fiscal year.

DCA – Department of Community Affairs

density – The number of families, individuals, dwellings units, or housing structures per unit of land.

development – A physical change, exclusive of new construction and substantial improvement, to improved or unimproved real estate, including, but not limited to mining, dredging, filling, grading, paving, excavating or drilling operations.

easement – An interest in land owned by another that entitles its holder to a specific limited use or enjoyment.

emergency measure – An ordinance recognized by the legislative body as requiring immediate passage.

FDOT – Florida Department of Transportation

general fund – The general operating fund of the municipality used to account for all financial resources except those required to be accounted for in a special fund.

impact fees – Set aside fees collected from developers to pay for infrastructure improvements. Monies used as new development further impacts the municipalities.

infrastructure – The facilities and systems shared or used by all citizens such as transportation, water supply, wastewater and solid waste disposal systems.

intergovernmental agreements – Contract between two or more public agencies for the joint exercise of powers common to the agencies.

intergovernmental revenues – Revenues from other governments in the form of grants, entitlements, shared revenues, or payments in lieu of taxes.

line item – A specific item or group of similar items defined by detail in a unique account in the financial records. Revenue, expenditure and justifications are reviewed, anticipated and appropriated at this level.

non-conforming – A use which does not comply with present

zoning conditions but which existed lawfully and was created in good faith prior to the enactment of the zoning provisions.

ordinance – An enforceable municipal law, statute or regulation which applies to all citizens within that municipality; penalty provisions may apply.

public hearing – Provides citizens the opportunity to express their position on a specific issue, both pro and con, as mandated by either statute or by order of proper authority after due notice.

PUD – Planned Unit Development

quasi-judicial – A governmental body that hears sworn testimony, obtains evidence and provides for cross examination of witnesses, with the decision based solely on the evidence presented.

quorum – The prescribed number of members of any body that must be present to legally transact business.

request for proposals – RFP – Notice and related information from a municipality requesting proposals for professional services.

resolution – A decision, opinion, policy or directive of a municipality expressed in a formally drafted document and voted upon.

right-of-way – Strip of land owned by a government agency over which the public has right of passage such as streets, parkways, medians, side walks, easements and driveways constructed thereon.

Sunshine Law – Legislation providing that all meetings of public bodies shall be open to the public (a/k/a open public meeting law).

vacate – To annul; to set aside; to cancel or rescind.

variance – Modification from the provisions of a zoning ordinance granted by a legislative body upon submission of an application and a hearing.

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
JULY 7, 2010
CITY COUNCIL CHAMBERS

COUNCILMEMBERS PRESENT

ABSENT

Robert Wolfe, Mayor
Lori Pfister, Vice Mayor
Bob Grenier, Councilmember
Sandy Gamble, Councilmember
Kirby Smith, Councilmember

STAFF PRESENT

John Drury, City Administrator
Bob Williams, City Attorney
Nancy Barnett, City Clerk
Bill Neron, Economic Development Director
Chief Lubins, Police Department
Jacques Skutt, Director of Community Development
Chief Richard Keith, Fire Department
Chris Thompson, Interim Public Works Director
Tamera Rogers, Director of Community Services
Brad Hayes, Director of Utilities

I CALL TO ORDER

Mayor Wolfe called the meeting to order at 4:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Carlos Colon, Tavares Fire Department Chaplain, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

Mr. Drury added Item A) Discussion to Support the Babe Ruth District Championship Team under New Business.

MOTION

Sandy Gamble moved for approval of the Agenda with the aforementioned change, seconded by Bob Grenier. The motion carried unanimously, 5-0.

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IV. APPROVAL OF MINUTES

Sandy Gamble moved to approve the minutes of the June 2, 2010 City Council Regular Meeting, June 9, 2010 City Council Special Meeting and June 16, 2010 City Council Regular Meeting as submitted. The motion was seconded by Bob Grenier. The motion carried unanimously, 5-0.

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Election Proclamation for City Election

Mayor Wolfe read a proclamation for the Notice of Election 2010 in its entirety.

*PROCLAMATION
BY ORDER OF THE MAYOR OF THE CITY OF TAVARES*

NOTICE OF ELECTION

The 2010 City Election will be held on Tuesday, November 2, 2010 in the City Hall Council Chambers, First United Methodist Church, Lake County Agricultural Center Lake Frances Estates Clubhouse, Tavares Masonic Lodge Building, Imperial Terrace Clubhouse East, Royal Harbor Social Hall, and Haines Creek Baptist Church for the purpose of electing three non-partisan Councilmembers to serve at large for two year terms of office.

NOTICE IS HEREBY GIVEN that the registration for Lake County is now open for registration of all qualified voters of the City of Tavares at the office of the Supervisor of Elections for Lake County in the Administrative Building, 315 W. Main Street, Tavares, Florida, during the usual office hours.

Registration of electors of the City of Tavares who have registered on or prior to October 4, 2010 will be processed for voting at the City Election to be held on the 2nd day of November, 2010.

1 RMH-P (RESIDENTIAL MANUFACTURED HOME PARK) ZONINGS; BY
2 AMENDING TABLE 8-2, PERMITTED AND SPECIAL USES, TO ALLOW
3 SINGLE FAMILY DWELLINGS IN THE RMH-S AND IN THE RMH-P
4 ZONINGS; BY ADDING NOTE 28 TO TABLE 8-2 REQUIRING ALL MODULAR
5 AND CONVENTIONAL SITE-BUILT DWELLINGS WITHIN THE RMH-S AND
6 RMH-P ZONINGS TO BE CONSTRUCTED IN ACCORDANCE WITH
7 APPLICABLE FLORIDA BUILDING AND FIRE CODES AND IN COMPLIANCE
8 WITH TABLE 8-3 DESIGN STANDARDS UNLESS OTHERWISE SPECIFIED;
9 SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED
10 BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

11
12 **ORDINANCE 2010-14**

13
14 AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE
15 LAND DEVELOPMENT REGULATIONS; BY AMENDING CHAPTER 17,
16 SECTION 12-31, UTILITIES, REMOVING TEXT RELATED TO
17 INTERCEPTORS AND ADDING LANGUAGE RELATED TO THE
18 INSTALLATION AND MANAGEMENT OF OIL AND GREASE MANAGEMENT
19 DEVICES, PROVIDING FOR THE INSPECTION OF OIL AND GREASE
20 MANAGEMENT DEVICES AND PROVIDING FOR ADDITIONAL
21 ENFORCEMENT AUTHORITY IN CASES OF VIOLATIONS OF OIL AND
22 GREASE MANAGEMENT REGULATIONS, SUBJECT TO THE RULES,
23 REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES
24 COUNCIL; PROVIDING AN EFFECTIVE DATE.

25
26 **ORDINANCE 2010-15**

27
28 AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE
29 LAND DEVELOPMENT REGULATIONS; BY AMENDING CHAPTER 11,
30 LANDSCAPING AND BUFFERING REGULATIONS, SECTION 11-6,
31 ADDRESSING THE INSTALLATION OF IRRIGATION SYSTEMS AND WATER
32 CONSERVATION, SUBJECT TO THE RULES, REGULATIONS AND
33 OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL;
34 PROVIDING AN EFFECTIVE DATE.

35
36 **VIII) CONSENT AGENDA**

37
38 Mayor Wolfe asked Council if they wished to pull an item from the Consent Agenda or if anyone
39 in the audience objected to an item.

40
41 Mayor Wolfe pulled Tab 5) Award of Bid for Restrooms at Aesop's Park from the Consent
42 Agenda for discussion.

43
44 **Tab 5) Award of Bid for Restrooms at Aesop's Park**

1
2 Ms. Rogers said the City is getting ready to build site-built restrooms at Aesop's Park. This
3 project is solely funded by a Community Development Block Grant (CDBG) grant program. In a
4 competitive bid process, for Request for Proposals and four companies responded. She said
5 this is before Council to approve the recommended low bidder for the construction of the ADA-
6 complaint restrooms at Aesop's Park and authorize staff to negotiate a contract with Pillar
7 Construction Group, LLC in the amount of \$71,335.10. Ms. Rogers said the submission has
8 been reviewed by staff as well as the engineer and has met compliance in all areas.
9

10 Ms. Rogers noted that Pillar Construction was the low bid, however, an incorrect amount of
11 \$65,035.00 was read into the record during the RFP opening and the minutes reflect the
12 incorrect amount. She said that the correct amount that should have been read into the record
13 during the opening should have been \$71,335.10 because the ceramic tile option was listed
14 separately in Pillar Homes proposal. The other companies included the tile options in their bids.
15

16 Mayor Wolfe said he has reviewed the specs and would like to see the project rebid as the
17 square footage appears high by 18-20% in the overall construction price.
18

19 Councilmember Gamble wanted to ensure the difference in what was read into the record and
20 what the actual amount is would be compliant. He asked Mayor Wolfe for his estimate on what
21 the square footage price should have been. Mayor Wolfe answered \$183.00-\$187.00 per foot.
22 Ms. Rogers said this project calls for a concrete sidewalk and vinyl fencing around the lift station
23 as an addition. Mr. Wolfe said he based it on the square footage of the building with the
24 sidewalk and fencing separate. He said unless it will drop the grant monies he would like to
25 table the item in order to rebid.
26

27 Mr. Drury said he does not believe the time to rebid will affect the CDBG. He said the cost to
28 the city would be in staff time and advertising which should be minimal. Ms. Rogers concurred.
29

30 Vice Mayor Pfister said she was glad to see another Lake County company win a bid but
31 understands the Mayors concerns. Discussion was held on the correct motion procedures.
32

33 MOTION

34
35 Kirby Smith moved to reject the bids and direct staff to rebid the project, seconded by
36 Bob Grenier. The motion carried 4-1 as follows:
37

38 Robert Wolfe:	Yes
39 Lori Pfister:	No
40 Sandy Gamble:	Yes
41 Bob Grenier:	Yes
42 Kirby Smith:	Yes

43 IX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING

1
2 **Tab 6) Ordinance 2010-07 – Request to Put Site Built Homes in Mobile Home Parks**
3 **(Tabled from May 19, 2010)**
4

5 Mr. Skutt said Ordinance 2010-07 was before Council to consider an amendment to the Land
6 Development Regulations, Chapter 8, allowing conventional site-built and modular homes as a
7 permitted use in the RMH-S and RMH-P zonings thus providing flexibility on the types of
8 replacement homes otherwise permitted in these zones. He said the ordinance was discussed
9 and tabled by Council on May 19, 2010 and staff was directed to try to reword the ordinance so
10 mobile home park owners do not have to apply for a variance each time they construct a site
11 built home closer to lot lines and standard setback requirements. Mr. Skutt said most of the
12 older mobile home parks have an approved master plan on record which typically allows the
13 mobile homes to be close together. An ordinance from the early 1990's allowed mobile homes
14 to be placed regardless of the setback requirements as long as it is on the same footprint as the
15 original home. He said current building codes and fire regulations require a minimum 10 foot
16 setback between mobile homes and these codes supersede/override that allowed by the older
17 master plans. To address this, staff added Note 29 to the Permitted Use Table to propose the
18 ordinance for mobile home parks as follows; *dwelling locations shall be established by an*
19 *approved master plan for the park. Modular or conventional site built homes are permitted*
20 *provided they are constructed in compliance with applicable Florida building and fire codes for*
21 *the special distance between dwellings approved by the master plan. All mobile home parks*
22 *established after the effective date of this ordinance shall comply with the development*
23 *standards set forth within Table 8.3 of this chapter.* Mr. Skutt said this has been reviewed by
24 the Building Official and Fire Inspector and this note addresses their concerns. The balance of
25 the ordinance remains the same as previously presented and staff recommends approval.
26

27 Mr. Gamble said he appreciates the added note and fire restrictions. Discussion followed for
28 clarification of Table 8.3 and Vice Mayor Pfister asked how the mobile home owners feel about
29 this ordinance. Mr. Skutt said he is bringing the ordinance forward as mobile home park owners
30 have asked for these changes.
31

32 Councilmember Smith asked what the footage will be without the ten foot setbacks. Mr. Skutt
33 said the footage will be dictated by a master plan established by the individual mobile home
34 park that was established. He said they were normally designed for single wide homes and on
35 occasion there was nothing to dictate the setbacks between the homes and just show an
36 individual lot. What the city will require for these site built homes, is to construct the adjoining
37 wall with a fire resistance rating to allow a three foot separation between dwelling units.
38

39 Chief Keith said there are situations where single wide mobile homes were a few feet apart, and
40 over the years, carports and screen enclosures have been built where now there can be inches
41 between structures. He said this ordinance will correct that problem.
42

43 Attorney Williams said twenty five years ago there were no regulations for mobile home parks
44 for the placement of the smaller single wide mobile homes. There was a plan but no setbacks.

1 In the late 1980's the city required the parks to come up with a plat so there is some record
2 document as to their placement. He said this ordinance will allow the same historical footprint of
3 the master plan but will also include the fire/safety law.

4
5 Vice Mayor Pfister asked if a mobile home is burned down, could another mobile home be
6 placed in that same footprint. Mr. Skutt said in the mobile home subdivision zoning each
7 individual owns their own lot and in that instance they would have to comply with the regulations
8 for the mobile subdivisions which have a 7.5 foot setback between the home and the property
9 line.

10
11 Mayor Wolfe asked for comments from the audience.

12
13 **MOTION**

14
15 **Sandy Gamble moved to approve Ordinance 2010-07, seconded by Kirby Smith. The**
16 **motion carried unanimously, 5-0.**

17
18 **Tab 7) Ordinance 2010-14 – Amendment to Land Development Regulations – Chapter 17**
19 **– Management of Oil and Grease**

20
21 Mr. Skutt said this ordinance centralizes the city's management requirements and enforcement
22 of its codes concerning grease interceptors centralizing it into Chapter 17, Section 17-31 of the
23 city's Land Development Regulations. The city codes and FDEP regulations prohibit the
24 introduction of large amounts of grease and oil into the sewer system; however, there are still
25 problems association with the proper maintenance and cleaning of the existing interceptors.
26 The proposed ordinance clearly specifies when an interceptor is required, how it is to be
27 maintained and serviced and defines the violations to the regulations.

28
29 Councilman Gamble asked if this ordinance is designed for restaurants and schools. Mr. Skutt
30 said it is for any type of use that produces excessive amounts of grease but it is generally
31 restaurants that do this. Mr. Gamble asked if there is anything stipulating the maintenance
32 schedule. Mr. Skutt said the ordinance reflects that it shall be installed and maintained by the
33 owner at his expense in an efficient operation at all times. It does not specify how often or give
34 any details. Mr. Gamble noted the City of Leesburg regulations have particular specifications
35 for maintenance.

36
37 Mayor Wolfe asked for comments from the audience.

38
39 **MOTION**

40
41 **Lori Pfister moved for approval of Ordinance 2010-14, seconded by Bob Grenier. The**
42 **motion carried unanimously, 5-0.**
43

1 **Tab 8) Ordinance 2010-15 – Amendment to Land Development Regulations – Chapter 17 -**
2 **Irrigation**

3
4 Mr. Skutt said this amendment to the Land Development Regulations clarifies what the city will
5 require when approving and inspecting irrigation systems and permits. Presently the city code
6 is very general and does not address in any great detail efficient water conservation and
7 irrigation methods. St. Johns River Water Management District estimates half of the residential
8 water usage is used for watering lawns and landscape. The proposed ordinance states that
9 plans for new irrigation systems will be reviewed by the Utility Department and states what basic
10 conserving devices and designs need to be incorporated into the new system, provides for an
11 inspection of the new system. It also provides for maintenance of the system, and has an
12 enforcement clause where violations can be addressed by the Code Enforcement Officer.

13
14 Councilmember Smith asked if this is only for new landscape irrigation systems. Mr. Skutt
15 confirmed.

16
17 Councilmember Gamble asked if the city is implementing water conservation in medians and
18 ball fields during rainy weather. He said that he has received calls regarding this matter from
19 citizens. Ms. Rogers said there are rain sensors on the city irrigation systems which are
20 supposed to work effectively. She said they will start inspecting these systems more carefully
21 which are supposed to shut systems down when the rain reaches a certain level.

22
23 Mayor Wolfe asked for comments of the audience.

24
25 Gary Santoro, Lake Huron Lane, Tavares, said his views do not represent his fellow residents at
26 Royal Harbor or colleagues on the Board of Directors. He said Florida Building Codes appendix
27 (f) is not referenced correctly and the regulations are found under the Florida Building Code
28 Plumbing Code. He said this should be under the Florida Building Code Plumbing Code and
29 exemptions should be specified and existing systems should be brought up to code if there are
30 any repairs or work is done on them. He said if it only addresses new systems it will not
31 address the problem. By Adopting the Florida Building Code Plumbing Code, most recent
32 edition, it would cover what is included in the proposed ordinance including inspections, permits,
33 drawings and all safeguards.

34
35 Mr. Skutt said the Building Code, Plumbing Code and Mechanical Code is already adopted
36 statewide. He said it should be included in the Land Development Regulations for easier use.
37 He said he would need to research if it includes retrofitting an entire irrigation system if only
38 small repairs are being done.

39
40 Vice Mayor Pfister asked if that has anything to do with the approval of Ordinance 2010-15. Mr.
41 Skutt said the amendment to the Land Development Regulations does not require someone to
42 bring existing irrigation systems up to the new regulations. Mr. Skutt said staff has not been
43 permitting or inspecting new single family home irrigation systems and this is the first step in the
44 right direction.

1 **MOTION**

2
3 **Sandy Gamble moved to approve Ordinance 2010-15 (as long as the city is following the**
4 **State codes and just adding them into the Land Development Regulations), seconded by**
5 **Kirby Smith. The motion carried unanimously, 5-0.**

6
7 **X – GENERAL GOVERNMENT**

8
9 **Tab 9) City Administrator Contract**

10
11 Mr. Drury noted that Mayor Wolfe had completed his negotiations with the City Administrator
12 and included a memo outlining his recommendations. He said the options for Council was to
13 discuss the recommendations and make a motion directing the City Attorney to develop a
14 contract and authorize the Mayor to execute the contract, or to not approve the
15 recommendations.

16
17 Mayor Wolfe noted that he had provided a letter to each Councilmember on June 1 to allow
18 Council a month to review his recommendations and do research. He said the evaluations by
19 each councilmember were taken into consideration in addition to pay compensation of other
20 governmental agencies throughout the area and how different CEO's are paid. He said he
21 wanted Council to approve or not approve his recommendations.

22
23 Councilmember Gamble said he had not wanted to suggest by his evaluation that he was willing
24 to give a 20% raise. He questioned whether the City had the funding currently as he was not
25 sure that the employees would be able to be given a raise. He said there were other unknowns
26 in the budget to be considered.

27
28 Councilmember Grenier said he concurred with Councilmember Gamble although he
29 commended Mr. Drury on his performance.

30
31 Councilmember Smith said he had initially struggled with the amount, however, the City has a
32 City Administrator whom he believes (in addition to others he has spoken to) is the best City
33 Administrator Tavares has ever had. He said Mr. Drury has grown the City and Palatka, New
34 Smyrna, and Titusville have been visiting Tavares to see what the city is doing to help its
35 economic development. He noted it has taken a team of people, however, Council needed to
36 consider the costs of replacing Mr. Drury should he decide to leave the City.

37
38 Mayor Wolfe said in his memo he had listed what the position is worth and what Mr. Drury is
39 worth and included all the grant monies he has obtained. He reviewed his memorandum and his
40 positive points about Mr. Drury's performance. He noted the incentive plan was put in to
41 encourage him to stay but that if he chose to leave within five years he would not receive any of
42 the incentive monies.

1 Councilmember Gamble said he understood Mayor Wolfe's points and he did not question Mr.
2 Drury's accomplishments; he said he questioned the timing. He discussed the pay cuts of other
3 people in the community. He said he agreed with an incentive raise but not more than was
4 going to be given to the employees.
5 Councilmember Grenier questioned the car allowance.

6
7 Councilmember Smith reiterated his concern over the possibility of losing the City Administrator
8 amidst the projects that are underway.

9
10 Vice Mayor Pfister said she wanted [Mr. Drury] to be here because he wanted to be here.

11
12 Mayor Wolfe asked the public if they had comments.

13
14 Norman Hope, Fox Run

15
16 Mr. Hope said he has been one of Mr. Drury's biggest supporters and that he continue to be
17 100% behind Mr. Drury. He said the perception from the audience is that Council would have to
18 pass the Mayor's recommendation or else he would leave. He said Mr. Drury deserves a raise
19 along with his staff. He discussed his concern about the expected decline in property tax
20 revenues in the coming year.

21
22 Mayor Wolfe clarified that he did not mean to state that Mr. Drury is going to leave if this
23 compensation package is not approved. He said he is aware that Mr. Drury is being recruited
24 throughout the southeast from other cities who have offered substantial compensation.

25
26 Brenda Smith, 1250 Smith Avenue

27
28 Ms. Smith said she has been a long time resident of Tavares. She said Mr. Drury has brought
29 ideas to Tavares that have jumpstarted the entire City. She said with the addition of the new
30 businesses coming in, it will help the tax situation. She said the City has a good administrator
31 with a lot of good ideas that has put Tavares on the map. She said it will cost a lot of money to
32 recruit and retain a new administrator.

33
34 MOTION

35
36 Kirby Smith moved to approve the negotiated contract with the City Administrator as
37 written.

38
39 The motion failed for lack of a second.

40
41 MOTION

42
43 Sandy Gamble moved to send the issue back for continued negotiations, seconded by
44 Lori Pfister.

1
2 Councilmember Gamble noted he was concerned about the message being sent to the
3 employees.

4
5 **The motion carried 3-2 as follows:**

6		
7	Robert Wolfe	No
8	Lori Pfister	Yes
9	Bob Grenier	Yes
10	Kirby Smith	No
11	Sandy Gamble	Yes

12
13 Attorney Williams said he has made it a policy not to speak during City Administrator
14 compensation discussions, however, he wanted to clarify that he was involved with Mayor Wolfe
15 during negotiations and there was never any suggestion that Mr. Drury would leave if the
16 agreement was not approved. He said the only reason it came up was that he had suggested
17 the Mayor consider the cost of replacement and the cost of hire.

18
19 **Tab 10) Approval of Wooton Park Landscape Contract**

20
21 Mr. Neron said in March 2010, the City Council approved a Business Plan for the city to operate
22 the Wooton Park Seaplane Base/Marina. Three full time positions (Manager, Operations
23 Supervisor and Maintenance) were included to do all the mowing, mulching and cleaning of
24 restrooms. The amount of work has been underestimated and is beyond the capability of one
25 full time person to maintain the park in the pristine condition that is desired as a destination
26 venue for the city. In order to improve the level of landscape and other maintenance services,
27 staff is recommending hiring Valley Crest Landscape Maintenance, Inc. Services to do the
28 landscaping and grounds maintenance. Valley Crest currently has a contract with the city for
29 the US 441 medians. Their cost of \$38,892 includes the landscaping, mowing, mulching,
30 weeding, sprinkler system maintenance and tree pruning etc. The advantage to utilizing an
31 outside firm is that they have additional staff to perform the work should someone be ill as well
32 as saving in the cost of purchasing maintenance equipment.

33
34 Mayor Wolfe asked if broken sprinkler heads and pipes are included in the price. Mr. Neron
35 confirmed.

36
37 Councilmember Gamble inquired about the position of the existing employee. Mr. Neron said
38 the employee is still on board because there are other duties that need to be maintained such
39 as cleaning restrooms, clearing garbage, spray washing the marina docs and decks,
40 maintaining the speaker systems, etc. Councilmember Gamble said the estimated prorated
41 cost for the remainder of the current fiscal year is \$9,723. Mr. Neron said the funds will be used
42 within the existing budget.

43

1 Discussion followed on palm tree trimming. Councilmember Smith said he would like to have the
2 cost of the palm tree trimming taken off until the trimming has been completed and pay the
3 entire \$2,127 upon satisfactory completion. He noted his concern regarding the last landscape
4 contractor who walked off the job on the US 441 median maintenance. Mr. Neron said he will
5 remove the \$177.25 pro rated from the fees and pay a lump sum upon completion.

6
7 Councilmember Smith asked if the tree is over 12 feet would they be doing that trimming. Mr.
8 Neron said that would be done by the City staff with the bucket truck.

9
10 Mayor Wolfe asked if anyone in the audience had comments.

11
12 **MOTION**

13
14 **Sandy Gamble moved to approve the contract with the noted reduction of the monthly**
15 **prorated payment for palm tree pruning from the contract by paying a lump sum to the**
16 **contractor at the time the tree pruning is done, seconded by Kirby Smith. The motion**
17 **carried unanimously 5-0.**

18
19 **Tab 11) Discussion of Draft Ordinances for Referendum**

20
21 Attorney Williams stated that two proposed ordinances have been provided labeled A and B
22 pertaining to the referendum and council terms. He said Option A includes the creation of five
23 distinct seats where councilmembers would run for a particular seat by giving seat numbers at
24 random. He said at that meeting statistics were presented about under votes and over votes
25 that does not always give the best representation for the voter. There was concern that having
26 the seat option in addition to the terms might create some confusion. He said Option B is just for
27 the extension of the terms.

28
29 Mayor Wolfe asked for comment from the audience.

30
31 **MOTION**

32
33 **Lori Pfister moved to approve Option B, seconded by Bob Grenier.**

34
35 Attorney Williams noted the option chosen will return at the next meeting as an ordinance.

36
37 Councilmember Smith said he preferred Option A. Councilmember Gamble said he preferred
38 Option A however he did not think there would be public support. He noted this is the first
39 council that is spread out geographically. Mr. Drury said Option A does not create districts. Vice
40 Mayor Pfister said she spoke to as many people as possible and she felt the residents were
41 satisfied with the current system until the population grows further.

42
43 **The motion carried unanimously 5-0.**

1 **Tab 12) Request to Approve Expenditures for Referendum**

2
3 Ms. Ross noted that Council had approved placing the referendum on the ballot in November
4 and had expressed a desire to better communicate with the public on the issues. She said a
5 communications plan has been developed to assist and it is estimated \$5,000 will be needed to
6 implement the plan. This will include informing residents through speaking engagements,
7 printed materials, and email blasts. She discussed the options.

8
9 Councilmember Gamble asked if the monies could be taken out of the current budget. Mr. Drury
10 indicated it would need to come from reserves.

11
12 **MOTION**

13
14 **Sandy Gamble moved to approve Option 1, to execute the communications plan and fund**
15 **as requested and authorize general fund reserve appropriations for same, seconded by**
16 **Lori Pfister. The motion carried unanimously 5-0.**

17
18 **Tab 13) Discussion of Roadway Connectivity Issue**

19
20 Mr. Thompson said that staff is seeking direction from Council to pursue the acquisition of
21 private property to improve the roadway accessibility of SR 19 at Colerain and Willow. He
22 explained the problem with drivers having to do a u-turn into the southbound lane of SR 19.

23
24 Mr. Thompson said that the staff recommendation is to begin the process of possible acquisition
25 of the strip of land located between Colerain Avenue and Willow Court and supply council with
26 all information and costs associated with this possible purchase.

27
28 Councilmember Gamble gave some background on the road construction at SR 19 and the
29 access problem that was created. He said he had spoken to some of the residents.

30
31 Mayor Wolfe asked if there was audience comment.

32
33 **MOTION**

34
35 **Sandy Gamble moved for Option 1 to direct staff to begin the process of possible**
36 **acquisition of the strip of land located between Colerain Avenue and Willow Court,**
37 **seconded by Kirby Smith. The motion carried unanimously 5-0.**

38
39 **Tab 14) CRA Stormwater Study – Griffey Engineering**

40
41 Mr. Hayes stated that the City owns and maintains a Stormwater Collection and Drainage
42 System in the CRA to protect the Lakes from pollutants, public health, and integrity of its
43 roadways, the business and residential property, and other infrastructure. Previously, Griffey
44 Engineering was retained, utilizing the Consulting Engineering Library, to prepare a Phase I

1 Master Plan that addresses improvements to the storm water system. The plan for Phase I is
2 complete and is being used to obtain funding to do final design, permitting and construction of
3 Phase I. The Phase I area includes the lower portion of the CRA Area and that portion of
4 Sinclair that floods. The Phase I area makes up approximately 50% of the CRA area.

5
6 The Phase II Master Plan includes the Wetland Mitigation Plan for the extreme lower portion of
7 the CRA area that would be receiving the flow of the stormwater from the majority of CRA Area.
8 It also included that area north of Phase I. Phase II also will address how the City would reduce
9 the TMDL's through treatment. This Phase II master plan study will also be used to obtain
10 grants to do the final design, permitting and construction.

11
12 Staff has negotiated a scope of work with Griffey Engineering in the amount of \$37,500 that
13 accomplished the Phase II Master Plan as described above. Once complete, the city will have
14 all the necessary documentation to obtain grants to improve the storm water for the entire CRA.
15 As previously reported to the City Council, the stormwater system is old, antiquated and failing.
16 This is the first step in a series of steps to repair the system.

17
18 **MOTION**

19
20 **Bob Grenier moved to approve Option 1 to approve the proposal for Griffey Consulting to**
21 **provide engineering services to the City to complete Phase II of the CRA Stormwater**
22 **Master plan in the amount of \$37,500, seconded by Sandy Gamble.**

23
24 Councilmember Smith said he would prefer to see this expenditure put into the upcoming 2011
25 budget.

26
27 **The motion carried 4-1 as follows:**

28
29 **Robert Wolfe** Yes
30 **Lori Pfister** Yes
31 **Bob Grenier** Yes
32 **Sandy Gamble** Yes
33 **Kirby Smith** No

34
35 **Tab 15) Harvest Moon Festival Funding**

36
37 Mr. Drury advised that previously, Council appropriated a budget of \$40,000 (\$20,000 from
38 Reserves and \$20,000 through fund raising initiatives) to coordinate the Harvest Moon on the
39 Lake Dora "bayou" event scheduled for October 23, 2010. Council also appointed the Vice-
40 Mayor to find the music talent and sponsorship dollars for the event. Vice-Mayor Lori Pfister
41 has obtained \$2,200 in sponsorship dollars for the event. He said currently the Buckwheat
42 Zydeco Band, and a local Dixieland band and local blues band (Accelerator), has been secured
43 for the event. The budget is currently \$23,425.00 to put the event together with those bands.
44 Vice Mayor Pfister would like to add the Atlanta Rhythm section, a more nationally known band,

1 to the event with an estimated cost of about \$12,000. In order to add the band the City would
2 need to enter into a contract and this cannot be done until the funding is in place. The
3 fundraising cannot occur until they are under contract.

4
5 Staff recommendation is to appropriate \$17,745.00 to make the \$40,000 fund whole and then
6 authorize entering into the contract. Vice Mayor Pfister will continue the fundraising. The goal is
7 to reach the original budget of \$40,000 (\$20,000 from fundraising and \$20,000 from reserves).
8 The plan is to put the \$20,000 in the budget and then "lend" the other \$20,000 so that the
9 featured band can be secured and the fundraising would then replenish the loan.

10
11 Discussion followed on fundraising efforts that have occurred and what amount would need to
12 be raised in the community.

13
14 Mayor Wolfe said he did not want to take another \$20,000 out of reserves.

15
16 Mayor Wolfe asked if anyone in the audience had comments.

17
18 Councilmember Smith said he did not mind to continue fundraising until the \$17,745.00 is
19 secured and although it may make it difficult to secure the band, he had an issue with of taking
20 more money out of reserves on an unknown.

21
22 **MOTION**

23
24 **Kirby Smith moved to continue to fundraise without the contract with the band until the**
25 **\$17,745.00 is secured, seconded by Sandy Gamble.**

26
27 Vice Mayor Pfister said the monies that have been collected will have to be refunded. She said
28 the fundraising was for a nationally known band.

29
30 Mayor Wolfe said he thought the fundraising was to put towards the festival.

31
32 Councilmember Gamble asked if the City could back out of the Zydeco contract and switch to
33 the Atlanta Rhythm. Vice Mayor Pfister said the reason for the Zydeco band was to keep with
34 the theme. She said the stage and the production are the majority of the costs so if the city is
35 already spending funds on that element, the city would secure more for its investment by having
36 another band. Mr. Drury noted that a down payment had been appropriated for the Zydeco
37 band.

38
39 **The motion carried 3-2 as follows:**

40
41 **Robert Wolfe** Yes
42 **Kirby Smith** Yes
43 **Bob Grenier** No
44 **Lori Pfister** No

1 **Sandy Gamble** Yes

2
3 **Tab 16) 2011 Planes, Trains & BBQ Event Entertainment**

4
5 Mr. Drury stated this is a request to secure the entertainment for the 2011 Planes, Trains, and
6 BBQ event.. Vice-Mayor Lori Pfister is recommending that Colt Ford and his band be retained
7 for the Tavares signature event "Planes, Trains, and Barbeque" (PTB) on April 2, 2011. This
8 year, Little Texas and Restless Heart bands were retained for the PTB event and it was a free
9 concert. The recommended budget for the Colt Ford band, stage and insurance is \$38,500.

10
11 It is further recommended that the music portion be a gated event and that the gate fee for the
12 music be \$20.00. At an estimated turnout of 2,500 people, that would bring in \$50,000 less any
13 cost to collect the gate fees, promotion, security etc. The goal would be to break even so that no
14 tax dollars would be used for the music portion of the event. It should be noted that Colt Ford
15 played in Eustis recently with John Anderson and the tickets were \$30.00 each and
16 approximately 3000 people attended that event.

17
18 He said that In order to secure nationally recognized bands, it is recommended that it be done
19 one year in advance before they are booked elsewhere. If Council chooses to move in this
20 direction then \$38,500 would need to be appropriated from reserves and ticket revenues would
21 then be used to replenish reserves.

22
23 Discussion followed on the logistics for the event with some questions about the park setting
24 and the risk of selling tickets for an open air event. Mr. Drury acknowledged it would be a unique
25 event for Tavares.

26
27 Mayor Wolfe asked for comment from the audience.

28
29 **Brenda Smith**

30
31 Ms. Smith spoke in support of the event and charging for tickets but questioned the seating and
32 viewing arrangements. Mr. Drury said attendees would be encouraged to bring a folding chair.
33 Ms. Smith said she had been at an event where chairs were provided and the attendees paid for
34 the use of the chair all day. Mr. Drury said bands have been done many ways in the past in the
35 City. He said if the Board approves the project; the staff will look at the layout including all the
36 events going on. He said he believed the city could pull off the event and ensure that paying
37 attendees will be able to view the band.

38
39 **MOTION**

40
41 **Sandy Gamble moved for Option 1, to appropriate the \$38,500 from reserves to secure**
42 **the band colt Ford with all gate fees obtained to replenish reserves, seconded by Kirby**
43 **Smith.**

1 Councilmember Smith asked how this would affect the total event budget. Mr. Drury staff is
2 developing the FY 2011 budget and will have in the budget a recommendation to fund the 2012
3 budget events to be replenished by gate fees.

4
5 **The motion carried 4-1 as follows:**

6		
7	Robert Wolfe	Yes
8	Sandy Gamble	Yes
9	Bob Grenier	No
10	Lori Pfister	Yes
11	Kirby Smith	Yes

12
13 **XI. OLD BUSINESS**

14
15 Vice Mayor Pfister asked if the golf cart ordinance could be brought back. Mayor Wolfe said he
16 would consider it.

17
18 **XII. NEW BUSINESS**

19
20 **Tab A) Babe Ruth Baseball Team 13 and Under**

21
22 Mayor Wolfe announced that the 13 and Under Team had won the City All Stars and then went
23 to Ocala and took the District Championship and now will be moving onto the State
24 championship in Jupiter. The team is asking for sponsorship from the City as they have been
25 conducting fundraising efforts. He asked for Council to consider the \$500 to \$1000 range.

26
27 Councilmember Smith asked if the City has done this in the past. Ms. Rogers said she believed
28 the Babe Ruth Boosters have provided the fundraising support in the past.

29
30 Vice Mayor Pfister said she supported the donation and was proud of the team. Mayor Wolfe
31 noted some of the team members and coaches were present.

32
33 Mayor Wolfe invited Rob Furnace to speak. Mr. Furnace said he was there to represent the
34 team. He said the tournament is July 27th. He said there are 13 kids and the budget is about
35 \$3,000 and \$750 has been raised.

36
37 **MOTION**

38
39 **Vice Mayor Pfister moved to donate \$1500, seconded by Sandy Gamble.**

40
41 Councilmember Gamble said he understood the need for fundraising and that he believed the
42 City needed to help out, however, he was thinking of \$1,000. He said to consider though that if
43 the team wins State they would be going to the Southeast Regional which will also require
44 financial support.

1
2 Councilmember Smith said he is a fan of baseball, having played as well as coached. He said
3 he wanted to support the League however \$1500 is too high but he was thinking of \$500 in
4 order to reserve funds if they needed to go out of state.

5
6 **AMENDED MOTION**

7
8 **Vice Mayor Pfister amended her motion to donate \$1000 seconded by Sandy Gamble.**

9
10 **The motion carried unanimously 5-0.**

11
12 Councilmember Gamble said he would donate \$200 after he receives his next check from the
13 City.

14
15 **XIII. AUDIENCE TO BE HEARD**

16
17 Gary Santor, Lake Huron Lane

18
19 Mr. Santor said residents have the right to come to City Council meetings, to departments, and
20 to file complaints. He said residents do not have the right to show disrespect to Council or to
21 any of the employees; they should always be courteous. He said that does not always happen
22 unfortunately. He said what disturbs him is when comments are coming out of City Hall back to
23 his community about the way the City feels about residents. He said it sends the wrong
24 message and that care should be taken about commenting about residents.

25
26 Roger Kooser, AL's Landing

27
28 Mr. Kooser said he wished to clarify that the fundraiser was going towards a national act which
29 is on the list and that the funds do not have to be returned. He then asked about the reserve
30 account being used for the fundraiser.

31
32 Mr. Drury said the City maintains a reserve of about 14 to 15 percent of its total annual budget
33 which is currently about 1.3 million dollars. He said the account is used to fund unforeseen
34 things such as hurricanes and other things that the city did not anticipate a year in advance of
35 creating the budget. He discussed the four different companies and their reserve accounts.

36
37 Mr. Kooser said that information helps to clarify the reserves issue and the fact that the monies
38 cannot be co-mingled. Mr. Kooser asked if the city has always had those reserves. Mr. Drury
39 said it ranges depending on the financial status of the city. He said the city has a policy based
40 on the Government Financial Officers Association which is five to 20% and that Tavares falls in
41 the middle.

42
43 Mr. Kooser commented that the City is doing a good job during difficult times of keeping its
44 reserves in place. He noted that he thinks the City is being run extremely well and that hopefully

1 in Mr. Drury's renegotiations some points can be made on how much money will be brought into
2 the city over the next five years by having him in the position.

3
4 **XIIV. REPORTS**

5
6 **Tab 17) City Administrator**

7
8 None.

9
10 **Community Services Director**

11
12 Ms. Rogers commented on the success of the July 4th event and thanked everyone who
13 attended the event despite the rain.

14
15 **Tab 18) City Council**

16
17 **Vice Mayor Pfister**

18
19 None.

20
21 **Councilmember Gamble**

22
23 Councilmember Gamble said he had received an email from a resident complaining about
24 mobile homes not being placed correctly and the building inspection.

25
26 Mr. Drury said he thought it would be helpful for residents to be very specific when they have
27 complaints. He gave, as an example, it would be helpful to know when the project was
28 completed, the address, and the violation of the code. He said then staff can research who was
29 inspecting and what was going on at the time and attempt to correct.

30
31 Councilmember Gamble asked why the boat ramp was closed on Friday. Mr. Neron said that
32 was because fireworks were being unloaded and the area needed to be secure. Councilmember
33 Gamble said a resident had complained about t the barricades being moved and not having
34 accessibility to launch their boat and not being notified. Mr. Neron said he would look into the
35 problem.

36
37 Councilmember Gamble said he had mentioned Jonathon Lucroy at the last Council Meeting
38 and that he is still doing very well. Councilmember Smith commented he is the first to make it to
39 Big League baseball from Lake County.

40
41 **Councilmember Grenier**

1 Councilmember Grenier noted that former Mayor Nancy Clutts was in the audience. He stated
2 that the City would never forget what Ms. Clutts had brought to the City under her leadership
3 including the hiring of Mr. Drury.

4
5 Councilmember Grenier commented that his parents were present and that it may be their last
6 visit to Florida because of the long drive. He said he would be visiting them more often because
7 of the distance.

8
9 **Councilmember Smith**

10
11 Councilmember Smith said two weeks ago a citizen was questioning him about the cemetery
12 plot process. He said he had gone onto the city website and observed that the new website has
13 all of the city cemetery information. He said it is a fantastic web site and very informative.

14
15 Councilmember Smith said a citizen had called and noticed an alarm on one of the lift stations.
16 He asked if the City has a monitoring system. Mr. Hayes responded that staff does monitor the
17 stations in terms of call-ins. he said there is a phone number on the gate of the lift station fence.
18 He said not all of the stations are remotely monitored.

19
20 Mr. Drury noted the reason the alarm is loud and audible is to encourage someone to call the
21 phone number. Mr. Hayes asked about the location of the station. Councilmember Smith said it
22 was around the Summerall park area.

23
24 Councilmember Smith said he could not stress enough the fantastic job that the city employees
25 had done at the July 4th event. He said the streets and park were clean and their work was
26 much appreciated.

27
28 Ms. Rogers thanked Mr. Smith for this comments and noted she had received good feedback
29 from the residents.

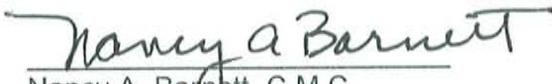
30
31 **Mayor Wolfe**

32
33 Mayor Wolfe commended staff on the July 4th event.

34
35 **Adjournment**

36
37 There was no further business and the meeting was adjourned at 6:51 p.m.

38
39 Respectfully submitted,

40
41 
42 _____
43 Nancy A. Barnett, C.M.C.
44 City Clerk

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: July 21, 2010**

AGENDA TAB NO. 2
SUBJECT TITLE: Water Professionals Week – August 16-20, 2010

OBJECTIVE:

The Mayor will read a proclamation for Water Professionals Week which is August 16-20, 2010.

SUMMARY:

See proclamation attached

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A



**Florida Water Professionals Week
August 16-20, 2010**

WHEREAS, the Florida Water & Pollution Control Operators Association is a statewide organization composed of water industry professionals who dedicate themselves to the production and distribution of safe drinking water, as well as the proper collection, treatment, reuse, and disposal of wastewater and stormwater; and

WHEREAS, this organization is committed to protecting the health of Florida's citizens and our state's natural resources, and supports the training, certification, and licensing of water industry personnel as a means to achieve these goals; and

WHEREAS, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

WHEREAS, each year the Florida Water & Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professionals Week*, which applauds their constant efforts to protect our health and environment.

NOW, THEREFORE, I, Robert Wolfe, Mayor of the City of Tavares, do hereby extend greetings and best wishes to all observing August 16 – 20, 2010, as *Florida Water Professionals Week*.

IN WITNESS WHEREOF, I have hereunder set my hand this 21st day of July, 2010.

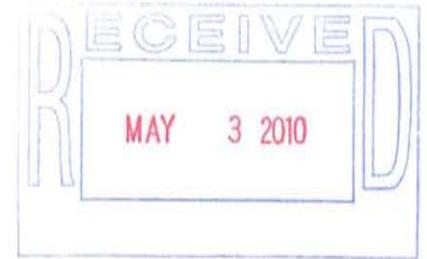
Mayor Robert Wolfe



Florida Water & Pollution Control Operators Association

A Non-Profit Association Serving Water and Wastewater Professionals in the State of Florida

April 30, 2010



The Honorable Robert Wolfe, Mayor
City of Tavares
PO Box 1068
Tavares FL 32778-1068

RE: Proclamation request for *Florida Water Professionals Week*

Dear Mayor Wolfe:

The Florida Water & Pollution Control Operators Association (FW&PCOA) is a non-profit organization whose members are engaged in the production and distribution of drinking water, and the collection, treatment and disposal of wastewater and storm water. Our goal is to protect the health of citizens and preserve natural resources. We accomplish this by advancing the professional status of all water industry employees, arranging educational programs for treatment plant operators and customer service representatives, and providing a training and certification program for system operators.

The FW&PCOA embarked on a program in 2007 to recognize all water industry employees for their dedication and hard work providing safe drinking water to Florida's citizens and protecting Florida's environment and natural resources. We did this by proclaiming a week during the month of August as "*Florida Water Professionals Week*."

The FW&PCOA has scheduled this year's *Florida Water Professionals Week* for August 16 - 20, 2010. We would like to invite you and the City of Tavares to join us in recognizing the efforts of water professionals in your community. You can do this by executing a proclamation recognizing the event.

I am enclosing a sample proclamation for your reference. Please send your executed proclamation to my address, stated below, so we can recognize the City of Tavares' participation in this year's celebration. If you would like an officer from our association to accept the proclamation at your commission meeting, please contact regional director Dave Denny at (386) 878-8972. Thank you in advance for your anticipated participation!

Sincerely,

Timothy A. McVeigh, President
Florida Water & Pollution Control Operators
Association
4316 Van Buren St
Hollywood FL 33021-7200

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
JULY 21, 2010**

AGENDA TAB NO. 3

SUBJECT TITLE: Employee Medical Center Program

OBJECTIVE: To hear a presentation by John Watson of CareHere! regarding the proposed Employee Medical Center Program, and to hold discussion on whether or not to include the proposed Employee Medical Center in the upcoming FY 2011 budget.

SUMMARY:

The City of Tavares currently maintains a fully-insured PPO group health plan for its eligible employees, dependents, retirees and Councilmembers through BlueCross BlueShield of Florida.

The expense of providing health care benefits for employees in the United States continues to increase at an alarming rate. In a January 2010 report by global Human Resources firm Buck Consultants, the cost for the most popular types of health care coverage are projected to again increase at double-digit rates in 2010.

In its 21st National Health Care Trend survey, Buck Consultants measured the projected average increase in employer-sponsored health care benefit costs. The study analyzed responses from over 100 health insurers and HMOs. Insurers providing information for the survey covered a total of approximately 78 million people. Costs for the most popular medical plans are projected to increase by more than 10 percent and are in line with the trends reported in the prior two surveys, as shown in the following table:

PLAN TYPE	BUCK NATIONAL HEALTHCARE TREND		
	Survey 21	Survey 20	Survey 19
Preferred Provider Organization (PPO)	11.01%	11.0%	11.1%
Point of Service (POS)	10.9%	10.2%	10.8%
Health Maintenance Organization	10.3%	11.0%	11.1%
High-Deductible Consumer Driver	10.3%	10.4%	10.7%

The City's group health plan experienced an initial renewal rate of 19% for FY 09-10. Plan design changes were made at that time to lower the renewal rate increase to 17%, making the total premium cost for the City's group health plan for FY 2010 \$1.6 million.

Revenues to pay premium costs are derived from employee contributions in the form of payroll deductions, retiree contributions and budgeted employer contributions. The current rate of dependent coverage premium contributions is 54% by the employee and 46% by the City. The employee-only coverage premium contribution rate is 6% by the employee and 94% by the City.

Simply shifting the cost of annual renewal increases to employees fails to achieve the desired results of lowering the total costs to both the employer and employee. Affordability remains a considerable challenge, and in order to achieve real success, employers and employees must begin working together to manage health decisions – to break the inherent cycle of a paternalistic focus on encouraging treatment, rather than a preemptive focus on encouraging prevention and wellness – to crack the code of managing spiraling costs.

An increasing number of employers in both the private and public sector are turning to on- or near-site employee medical centers as an effective way to manage not only health care costs, but health risk behaviors as well. Today's employee medical centers have evolved significantly from the traditional "company doctor" model, which typically provided only occupational health screenings and limited acute care treatment.

On- and near-site employee medical centers now allow employers to offer their employees a cost-effective pathway to primary healthcare services, which are typically those that present the largest expense and largest potential cost savings. As a result, employee medical centers are gaining local, state and national attention as a practical and effective alternative to spiraling medical costs.

In keeping with the Tavares City Council's example of collaboration with the City of Eustis and the City of Mount Dora to collectively seek and implement cost-effective measures for obtaining products and services, the Human Resources Directors and Risk Managers from all three cities have worked cooperatively for the past year to assess the potential value and feasibility of a shared Employee Medical Center.

The City of Leesburg soon joined with the Tri-City team in the assessment process. Representatives from the Lake County Board of County Commissioners, Lake County School Board and the City of Clermont actively participated in the early stages of this joint effort as well, but unfortunately were not able to move forward with this project at that time.

During this time, the team met with employee medical center consultants, as well as cities and counties who currently provide an employee medical center to better understand the concept and potential benefits to each municipality. In the fall of 2009, an employee medical center presentation was made at the Tri-City Summit meeting in Mount Dora to provide Council and Commission members

with an overview and understanding of employee medical centers from the perspective of a municipality with a very positive experience utilizing a shared center.

In early 2010, a single RFP 10-01-001 from all four (4) cities for the analysis, administration, operations and implementation services for one or more shared employee medical center(s) was advertised, and the process of evaluating responses, conducting interviews with firm finalists and reference checks resulted in the unanimous selection of CareHere! as the first-ranked respondent.

Services Offered

- **Primary Care.** Employee medical centers provide the basic medical care typically obtained through a primary care practice, such as routine checkups, immunizations and non-emergency acute care. However, a significant advantage is that they also provide a generic prescription dispensary, basic lab work – and most importantly, health risk assessments aimed at early detection and intervention, health and wellness coaching and chronic disease management. Optional services such as x-rays can be added as well, if cost effective.
- **Occupational Health Services.** These services include employment physicals and fitness for duty exams, drug testing, medical screenings and other services required by regulatory agencies such as OSHA.
- **Treatment of Occupational Injuries.** Employee medical centers can also provide triage and treat of on-the-job injuries and illnesses.

Employee Medical Center Management

Employers generally have three (3) management options to consider when implementing an Employee Medical Center:

- **Self-Management:** Organizations operate their own facility, and are responsible for hiring medical personnel and purchasing prescriptions, medical equipment and supplies. While this model provides for total control of clinic operations, it does create medical liability and health records privacy concerns.
- **Contracting with Outside Health Providers:** Organization contract with an outside health care provider such as a local hospital or the medi-clinics associated with pharmacy chains to provide location(s) and to manage medical staffing and facility operations. While this option does eliminate concerns with liability and privacy issues, it presents some distinct disadvantages in higher cost, lower savings and accessibility; due in part to the practice that these types of facilities are typically shared with private patients.
- **Third-Party Vendors:** This is the most commonly used management model. Employers contract with a specialized third-party vendor to

manage facility operations, recruit and medical staff and purchase medical products and supplies. A per-employee-per-month (PEPM) administration fee is charged to the employer for these services. Third-party vendors use their bulk purchasing power to purchase prescriptions and supplies at a discounted price, and then transparently invoice the employer without markup. In this model, the employer is responsible for providing the building, all build-out costs and building operations costs.

Benefits of On- or Near-Site Employee Medical Centers

Employer Benefits:

- Employers achieve immediate savings when their employees use the medical center. Hiring part-time medical staff and purchasing bulk pre-packaged generic prescriptions and supplies provide for a more cost effective model when compared to utilizing a provider in the group health plan network.
- Employers can achieve meaningful long-term savings, because the key element in the success of the medical center is the integration of wellness and disease management programs that provide personal, consistent and ongoing support to the employee.

Through the use of annual health risk assessments (HRAs), potentially serious medical conditions can be identified much sooner. Through integrated early intervention, health coaching and chronic disease management, employers can reduce their exposure to large medical claims.

Annual HRAs are designed to identify high-risk areas and behaviors, and to assist and encourage patients to proactively manage their personal health. HRAs include standard blood tests, physical assessments (blood pressure, height, weight and BMI), and a health behavior questionnaire.

- Industry analysts report that a \$1 to \$4 return on investment can be achieved for every \$1 invested in an employee medical center – with variables such as negotiated medical labor costs, building operations costs and the wellness profile of the employee population.

Employee Benefits:

- By removing access barriers to primary healthcare such as office visit and prescription co-pays and extended wait times, employees benefit from employee medical centers through reduced out-of-pocket expenses for medical treatment, prescriptions and basic lab work; increased convenience and ease of use of an employee medical center when

compared to a community-based provider. Employees may also benefit by improved overall health, wellbeing and morale.

Employee Medical Center Access

Eligibility: Eligible employees, dependents and retirees would have employee medical center access. The minimum age for children as patients will be determined by the qualification of the Center physician. Typically, if the managing company is able to recruit a family physician, patients age 12 and over could be treated in the Center. Pediatric services would not be offered through the Center at this time.

Employees not covered by the City's group health plan, including probationary employees, employees covered by a spouse's plan or who have military coverage could be eligible for employee medical center services; however, usage by this segment of the employee population would not present a savings to the City.

Hours of Operation: Initially, the employee medical center would be open 24-32 hours per week to accommodate all three (3) cities. Appointment times would be distributed into 4-hour blocks on different days of the week. Additional hours operation would be added as more employees, dependents and retirees use the Center.

Location: The preferred location the Mount Dora/Tavares/Eustis facility would be within the Golden Triangle area. Several potential sites have been identified with suitable access for an employee medical center use. Building modifications would be made to provide for a lobby, exam rooms, prescription dispensary, testing area for physicals, and an optional x-ray room. A small parking lot would be necessary to accommodate employees and medical center staff.

Center Staffing. For the combined employee populations of Mount Dora, Tavares and Eustis (652), an employee medical center would be staffed with one (1) primary care physician, one (1) registered nurse and one (1) medical assistant. A less expensive medical staffing model would include a nurse practitioner rather than a physician, and a contractual arrangement with a medical director to provide clinical oversight.

Patient Charges. In most employee medical centers, healthcare services including physician charges, generic prescriptions and basic laboratory services are offered at no charge to eligible employees, dependents and retirees. The primary purpose of offering free medical services is to eliminate cost barriers to employees for increased Center utilization.

Patient Records. The employee medical center(s) will use an electronic medical records system. Recordkeeping and records access will be administered in compliance with HIPAA Privacy Rules.

Implementation

Shared-Services Agreement. The advantages of a shared services network with other cities are two-fold:

- First, by combining employee populations, the cities are able to take advantage of increased buying power and obtain a lower cost proposal than would have been possible individually.
- Second, one of the most important components in the success of an employee medical center is utilization. The more employees, dependents and retirees that shift away from the more costly group health plan provider network to the less expensive and more effective employee medical centers, the greater the potential for savings.

The key driver of increasing employee utilization is convenience. By offering multiple locations, employees and family members from all participating entities can take advantage of the added convenience and ease of use. For example, a Tavares employee may live in the Leesburg area. While it would be convenient for the employee to use the Center in the Golden Triangle area, it may not be as convenient or cost-effective for his/her family members to drive to Mount Dora in order to save the \$15 co-pay charged for using a family physician in the BlueCross BlueShield provider network. The employee's family members could imply use the Center in the Leesburg area, and still provide the same level of savings to the City of Tavares.

Employee Medical Center Locations. Based upon the recommendation of the 4-city team and CareHere, LLC, one (1) EMC facility would be located in Leesburg, and another would be centrally located in the Golden Triangle.

Cost Sharing. The cost sharing arrangement tentatively agreed upon by the team is as follows:

- Each entity would be responsible for paying for its share of the program savings engine fee, which is the per-employee-per-month fee based upon the total number of eligible employees and retirees.
- Mount Dora, Tavares and Eustis would be jointly responsible for the same costs for an EMC facility located in the Golden Triangle area. Leesburg would be responsible for the buildout costs, startup costs and operating costs of an EMC facility located in Leesburg.
- Total medical labor costs would be jointly shared, based upon actual utilization. For example, if Tavares employees utilized 40% of the total

available appointment times, regardless of which location is utilized, Tavares would pay 40% of the medical staff labor costs.

- The cost of minor medical supplies would be absorbed as part of the operation costs for each location.
- Prescription costs would be charged to each employee's respective employer, regardless of which facility is used. For example, Tavares would pay for a prescription issued to a Tavares employee or covered dependent of that employee, even if the Leesburg EMC was used.

A City of Tavares budget summary, RFP with firm references, several employee medical center related articles and publications are attached for your review.

John Watson with CareHere! is here today with a brief presentation, and is available to assist with questions.

OPTIONS:

1. Approve the Employee Medical Center concept implementation, give consideration for Year 1 Center operations costs during the FY 10-11 budget process, authorize staff to begin contract negotiations with CareHere! and pursue a suitable Center location through cooperative efforts with the City of Eustis and the City of Mount Dora.
2. Do not approve the Employee Medical Center concept implementation, give consideration for Year 1 Center operations costs during the FY 10-11 budget process.

STAFF RECOMMENDATION:

Move to approve the Employee Medical Center concept implementation, give consideration for Year 1 Center operations costs during the FY10-11 budget process, authorize staff to begin contract negotiations with CareHere! and authorize staff to pursue a suitable Center location through cooperative effort with the City of Eustis and the City of Mount Dora.

FISCAL IMPACT: \$198,092 for FY 2010-11; with additional facility-related buildout and rental costs (variable, dependent on site selection)

LEGAL SUFFICIENCY: Agreements relative to the Employee Medical Center will be reviewed for legal sufficiency by City Attorney Robert Q. Williams.

City of Tavares Budget Summary

Fixed Costs

- Program Savings Engine \$23 Per Employee Per Month (includes dependents)

= \$46,092 annually (based on 167 employees)

Variable costs that are passed through at our cost, with \$0 mark-up

- On-site medical staff to accommodate 1,530 appointment slots (estimated \$120/hr for MD, \$35/hr for RN, \$20/hr for MA)
= \$105,000 annually (12 provider hours a week/50 weeks assuming we are closed for City holidays)

- Dispensed medications;

= \$12,000 annual estimate (medical plan reduction = \$260,000)

- Labs & supplies

= \$10,000 annual estimate

- One Time Set-Up Costs (actual costs will be a pass through)
= \$25,000 (per location, to be shared by participating Cities)

Total estimated 1st year = \$198,092 + facility related costs



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On-Site Clinics Adapt to Consumer-Driven Era

12/1/2007

Compensation & Benefits Library - Health Care/COBRA/HIPAA

On-Site Clinics Adapt to Consumer-Driven Era

By Joanne Sammer and Stephen Miller, *November 2007*

Employer-sponsored on-site (and near-site) medical clinics, while not new, are evolving to meet the needs of employers and employees in the emerging "patient-centered" era of consumer-directed health care plans integrated with wellness initiatives and disease management programs.

The clinics are generally intended not just to serve employees who need immediate care but also as a cost-effective primary care physician option (though not a requirement) for employees and, increasingly, their spouses and dependents.

The savings for employers depends on a given clinic's overall operating expenses. However, Stuart Clark, executive vice president of Comprehensive Health Services in Vienna, Va., says that the return on investment (ROI) for an on-site or near-site clinic can range from \$1 to \$4 or more for every dollar invested and that his clients usually see a positive ROI within two years.

"The actual savings depend on the size, location and health of the employee population," says Clark. Although the largest savings come from avoiding emergency room visits, clinics also save employers money "by making more-appropriate referrals to specialists; our referral percentage rates are in the teens rather than the 35 percent you might see with a private physician," he notes.

Consumerism, Wellness and Disease Management, Too

The on-site health care model has gone through a transition in the past several years, Clark says, with employer-sponsored clinics becoming a catalyst for larger health care strategies involving the employer's health plan, wellness and disease management endeavors, and pharmacy benefit management programs. "The on-site medical center brings these various stakeholders together in a patient-centered focus," he explains, promoting adherence to wellness and disease management programs that ultimately lowers the employer's health care costs.

Clark notes that on-site clinics can help employers and employees take full advantage of consumer-driven plans linked to health savings accounts or health reimbursement arrangements, which require employees to pay directly for a greater share of their health care—thus providing them with an incentive to minimize costs.

Health care consumerism creates "an obligation for patients to be the custodian of their health care, but they can't do that alone," Clark points out. "They have to be provided tools and information so that they can make wise decisions as to services"—information often relating to employers' third-party stakeholders, including, again, health plans, pharmacy benefit management companies, and wellness and disease management providers.

"If this information is technologically integrated, then patients have a better, more efficient experience when they visit our medical center. If they're enrolled in a disease management program, our providers have that information at their fingertips to provide a consistent continuation of care," he explains. For example, when providing care to employees in need of wellness or disease management services, on-site medical centers can initiate the employees' enrollment into those programs.

***When providing care to employees who need wellness
or disease management services, on-site clinics can
initiate the employees' enrollment into those programs.***

"The advent of consumer-driven health plans changes the economic dynamics of how health care is paid for. And it changes the behavioral dynamics of the patient," Clark adds. He expects continued growth of consumer-driven health plans, observing that:

"Our industry has to find its place within this new economic community. Historically, we have lived outside the health plan structure and paid directly by the employer. But in this new age of consumer-driven health plans, it's quite possible that a patient pays for their visit, under certain circumstances, out of their health savings account. It's quite possible that with a different patient from the same employer, the payment is provided by the employer, depending on the health plan option that they have chosen."

Often, preventive and wellness care is **not a cost to the patient** through their health savings account, "and so it is a real economic benefit to the patient to access these services," Clark says. And the access is easier with an on-site clinic compared to other medical providers, with shorter wait times and more time spent with the provider.

Bringing Care On-Site

For insurance firm Munich Re America, establishing an on-site health clinic made sense for a number of reasons. Beyond the obvious issue of health care costs, the company thinks that the clinic will increase employee retention and help employees who transferred to the United States from other countries to acclimate to the U.S. health care system, says Chris Simson, the company's vice president of human resource operations in Princeton, N.J. The company, which has about 1,000 employees at its Princeton campus, established its clinic during 2007.

The company's clinic has a nurse practitioner on staff who handles a variety of care for patients, including blood draws and injury care. The company has an arrangement with a local pharmacy for same-day service for filling prescriptions. Eventually, the company wants the clinic to be the epicenter of the company's wellness efforts with a focus on medical education and preventive health care. For example, the nurse practitioner handles biometric screening of blood glucose and blood pressure and helps individuals manage chronic health conditions. "We want employees to develop a positive relationship with the nurse practitioner and to have her be seen as someone employees can trust," says Simson.

In general, this type of on-site or near-site clinic makes financial sense only if the company has at least 1,000 employees in a given location, according to Clark. However, companies should still undertake a feasibility analysis to determine whether the claims in that location and the services a clinic can provide will yield an acceptable return on investment. "Some employers only want to have clinics in locations where there promises to be cost savings within the first year," he says.

Near, Not Far

The location of the clinic is also a key decision. In the past, companies usually maintained workplace clinics on-site to treat workplace injuries and provide absence case management. However, as the workplace became safer, those clinics expanded into the area of preventive health care and can be expanded to provide basic medical care.

Companies without an existing on-site clinic may want to start a near-site clinic to provide easier access for retirees and employees' dependents. Near-site clinics can provide primary medical care, as well as disease prevention and management.

Because the clinic is run by the employer, usually through a vendor, the clinic staff is likely to be under less time pressure. Instead of the 40 to 50 patients an average physician in a profit-making private practice sees each day, clinic staff might see only 24 patients during an eight-hour shift, says Clark. This leaves much more time to spend with patients and to discuss and make recommendations to address health issues and concerns.

Joanne Sammer is a New Jersey-based business and financial writer. Her articles have appeared in a number of publications, including Business Finance , Consulting , Compliance Week and Treasury & Risk Management . Stephen Miller is manager of SHRM Online's Compensation & Benefits Focus Area .



SeminoleChronicle.com

—The hometown news source for Oviedo and Winter Springs—

Monday, May 3, 2010

News

The Health and Wellness Center for city of Oviedo employees is now open

By Amy K.D. Tobik | March 24, 2010

OVIEDO - The doctor is in - and ready to see city of Oviedo employees.

This month marks the debut of an innovative wellness program available to city of Oviedo employees currently enrolled in the city health plan.

The city of Oviedo Health and Wellness Center was established in an effort to halt the increasing costs of health insurance while providing on-site access to health care.

The new health care option was created in an effort to avoid passing the increased cost of coverage to city workers.

The center, operated by Care Here and the Crown Group, is located in a modular building tucked behind the Annex, by the Oviedo City Hall and fire department. The building, previously occupied by the Fire Administration Office, was completely renovated and transformed into a physician's office, complete with waiting room and several examination rooms.

Deputy Mayor Dominic Persampiere said the Oviedo Care Here facility, which is the only one of its kind in Seminole County, is modeled after recently established facilities in Apopka and Ocoee.

The clinic is currently open 16 hours a week with a physician, registered nurse and a radiological technician on staff.

While the city provided the building, it does not run the clinic in any way, and all medical records are maintained through Care Here.



CLINIC: Sherry Dugan, Dr. Carol Grand and Abbey Everett work in the Wellness and Health Center.

Bob Bentkofsky, Oviedo assistant city manager, said the new plan does not change the health insurance plan already in place. "The best way to describe it is to say it sits on top of the plan," Bentkofsky said. "Employees are not required to use the clinic; they can stay with their current physician if they choose."

There are limited options available for containing and driving down costs, Bentkofsky said. "The way higher costs are normally addressed is by shifting the costs to the employee in the form of higher co-pays and deductibles," he said.

The latest plan, he said, creates an opportunity to substantially reduce overall costs, from primary care to prescriptions, because those claims will no longer be run through insurance.

"The prescription costs we incur and the office visits that are made normally to your primary care physician are about 40 percent of all of our health insurance costs in Oviedo," he said.

Patients will also not be charged a co-pay for doctor visits or for many prescriptions. "We will see a savings on the cost of the prescriptions that we purchase due to the buying power the contractor has," Bentkofsky said.

Another perk is that workers under the city health care plan will not be required to take sick leave to go to an appointment at the center.

There are also long-term benefits of the clinic, Bentkofsky said, because the clinic also focuses on wellness and prevention by conducting health risk assessments. "It is very comprehensive in nature, and the idea behind it is to get at potential chronic illness before it becomes chronic," he said.

The clinic is prepared to complete needed occupational testing as well as worker's compensation cases.

Currently, the health center includes a digital X-ray machine, a treadmill connected to an ECG for stress tests, and EKG machine, a spirometer used to measure the volume of air inspired and expired by the lungs and an audio booth to conduct hearing tests.

While the clinic is only open to city employees on the health plan, Bentkofsky said all taxpayers ultimately will benefit over time because of the reduced cost of city health insurance.

"In our business plan we estimated our savings over the next five years will be between half a million to \$1 million. We ran a couple of different scenarios, and we expect it to be in that range," he said.

Bentkofsky said he believes other cities will eventually follow suit in attempt to contain health care costs and provide accessible care.

Because of the size of the modular building, the clinic may eventually expand if specialists are needed or if Oviedo decides to coordinate the program with another city.

Persampiere also anticipates more cities in the county will join forces, creating more facilities for employees. "Our employees can use any Care Here facility out of the 70 or so throughout the state of Florida. That really builds a great synergy," he said.

Persampiere said he is excited about the future prospects. "The City Council along with the city staff, we are always looking at creative ways to save taxpayers money," he said. "This is a complete win-win. It will save us money over time and better services for our employees."

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Struggling counties eye Lakeland's free medical clinic model

St. Petersburg Times, 5/9

LAKELAND — City officials emptied out a conference room in one of Lakeland's administrative buildings a couple of years ago and installed medical examining tables and EKG machines.

The meeting room became a four-room health clinic where city employees get basic medical services for free. Bringing medical services to its staff saved the city \$1.1 million in health claims in just one year.

Now, a growing list of local government agencies including Sarasota County, the city of Sarasota and the Manatee County School District are considering opening clinics as they struggle with health care costs.

Sarasota County, which insures about 5,000 workers, dependents and retirees, paid \$29 million in medical expenses in 2009.

In Manatee, the school district paid out \$37 million in insurance claims, up by \$8 million from five years ago. The district's health care fund is \$6 million in the red.

The clinic idea is simple. A government agency pays a fixed price to a medical company to run a clinic, usually located in a government building.

The company pays the salary of medical staff, typically a doctor, nurse and medical assistant.

The clinic can dispense commonly used medicines bought in bulk, meaning lower prescription drug costs.

Significant savings also can be made by using the clinics for pre-employment physicals, blood work, drug and alcohol testing, and initial first aid for workers' compensation.

Charlotte County public schools converted unused classrooms and labs in its technical school into a clinic in January.

Port Charlotte High School teacher Bryan Bouton visited the district clinic recently for a routine blood test to monitor his cholesterol and glucose levels.

Before the clinic opened, that required two trips to his doctor — one for a referral and one to discuss the results — and also a trip to a testing clinic. The two doctor visits would have cost Bouton \$50 in co-pay costs and nearly two hours off work.

Now, he pops over to the clinic from the nearby high school and has the blood drawn in about 15 minutes. Neither appointment will cost him a penny.

Julia Missura, a teacher's aide at Neil Armstrong Elementary School, visited the clinic to pick up free generic medicine for high blood pressure and acid reflux.

"When I go to my doctor I leave work for three hours," she said. "This is great; this is my lunch hour."

City may open clinic for employees

By Barb Shepherd, West Volusia Beacon, 5/7

Text Size The City of DeLand is considering going into the health-care business, to save money on employee health insurance.

Like 10 other Florida towns, counties and school boards already have done, DeLand may open a clinic where employees can get basic health care for free, and prescription drugs for less than they pay through the city's health-insurance program.

By encouraging employees to use the clinic, DeLand could reduce the number of claims filed with the city's insurance company. In turn, the insurance provider is expected to charge less.

In St. Johns County, for example, School Board employees were filing \$200,000 worth of claims each month for visits to doctors' offices. Since the St. Johns School Board opened an employee health-care clinic in July 2008, claims for office visits have plummeted to \$50,000 per month.

The cost of operating such a clinic is supposed to be more than made up in insurance savings.

Currently, the City of DeLand pays \$2.5 million per year for employee health insurance, and 361 city workers each pay about \$50 per month.

At a May 3 workshop, city commissioners listened to a presentation by representatives of Crowne Consulting Group, based in Ocoee. Crowne has been operating clinics for governmental clients for four years.

If the City Commission decides to go forward, Crowne would operate the clinic for the city, providing doctors and other health-care workers, and charging a flat rate per employee per year. That's expected to cost \$300,797 per year.

The city would be responsible for leasing a space and paying the clinic's utilities. Florida Hospital-DeLand has already offered furnished space in its new medical center opening in Victoria Park, at \$50 per half day, including water and electricity.

John Watson of Crowne said his company has 100-percent retention among its Florida clients, which include St. Johns County Schools and the cities of Ocoee, Palm Bay, Port St. Lucie and Apopka. He also said Crowne has a 100-percent record of success in reducing costs for employers and employees.

Setting up a medical clinic for employees wouldn't actually lower the city's pay-out for health insurance, City Manager Michael Pleus explained. Rather, it would keep costs from rising as high as expected. Pleus said the city's cost for insurance could jump by as much as 30 percent at renewal time this year.

"We're looking at facing a very sizable increase if we don't do something," Pleus said.

The cost is expected to go up, no matter what. But Pleus said setting up a clinic might convince the insurance carrier to reduce a 20-percent increase to 14 percent, for example.

Clinic care is free; workers avoid the \$25 or \$35 co-pays they now face for doctor visits.

Watson said several factors allow Crowne to provide superior health care at a lower cost than the health care paid for by insurance companies:

- Proactive vs. reactive. Whereas insurance companies are reactive, Crowne clinics are proactive when it comes to employee health.

Watson said insurance companies pay for services after they are provided, in response to claims, and often knowing very little about the person's overall health-care picture.

The clinic, on the other hand, is motivated to be proactive in helping employees be as healthy as possible, and to reduce the need for employees to file insurance claims.

Watson said Crowne offers classes and even grocery-shopping tours to encourage better choices for a healthier lifestyle.

"We really try to do anything and everything we can to educate the patient," he said.

- Excellent customer service. Not only does this encourage employees to use the free clinic instead of doctors who would be paid by the insurance company, it often produces better health care, Watson said.

Each appointment includes a full 20 minutes with the doctor. Appointments are never double-booked, and clients see the doctor at the scheduled time, Watson said.

- Thorough assessment and medication management. Patients are given a thorough risk assessment, including a 20- to 30-page report, and local doctors coordinate with a remote staff of case managers to develop an effective health-care regimen.

In the insurance market, he explained, employees are often seeing several different doctors who may not work cooperatively or share information.

Watson told the story of an Ocoee employee who was paying \$300 a month out of pocket for about a dozen different medications he had obtained from various doctors under the city's insurance plan.

The Crowne clinic doctor, Watson said, discovered some of the medications weren't supposed to be used together. The clinic doctor worked with the patient's other physicians, and put the patient on a new regimen that's costing him only \$30 a month out of pocket for prescriptions.

"The medications he's now taking are actually helping him," Watson said.

Following the presentation, city commissioners encouraged the staff to proceed in negotiations with Crowne Consulting.

City Manager Pleus said he had visited two cities that are using Crowne clinics, and got good reports.

"This is, in my opinion, a no-brainer," Pleus said.

The city staff will continue to negotiate with Crowne. No changes will be made until a contract with the company is approved by the City Commission.

Mayor Bob Apgar expressed hope that other West Volusia governmental agencies will explore the Crowne model. If other cities, the School Board or county government adopted the program, it could further reduce insurance claims and increase the convenience to employees.

For example, DeLand's clinic might only be open one day per week. In other areas, Watson told the mayor, governmental agencies have agreements that allow each other's employees to visit any of the Crowne clinics in the area. That can expand the hours clinic services are available, and further reduce insurance claims, he said.

REFERENCE CHECK – CARE HERE, LLC

Name of Your Organization: Charlotte County BCC

Phone #: 941-743-1381 or
743-1244

Person Providing Reference: Bob Pryor

Job Title: Risk Manager

1. Please describe the scope of work or projects performed by Care Here for your entity.
They provide primary care, occupational, x-rays, health risk assessments, wellness
2. Why did you select Care Here? We went through a bid process and based on all of our criteria they were the company best suited for what we were looking for.
3. Was the work completed in a timely manner? Were there excessive change order requests?
Yes, and No.
3. What do you feel are Care Here's strong points?
Responsiveness, they will take care of any issues that arise immediately and their model is a good workable one.
4. What do you feel are Care Here's weak points?
Don't know if it is a weakness but getting the right team together seemed to be problematic, since corrected, but took a while but that could be true for any company in this endeavor.
5. Did you encounter any problems with their work? Please explain.
We have complaints from patients, but their overall ratings are very good or excellent when we survey the employees. You cannot please everyone all the time
6. Do you feel Care Here was strongly committed and focused on the work being performed for your entity? If not, please explain.
Yes,
7. Did Care Here regularly communicate with you and provide feedback on the status of the project?
Yes
8. Were you satisfied with the outcome of their work?
Yes
9. How would you rate Care Here on a scale of 1 to 10 (low to high) on the following?

Knowledge of Industry - 9
Professionalism - 9
Qualifications - 9
Budget Control - 9
Final Product - 9
Cooperation - 9
Reliability - 9
Oral Presentation Skills - 9
(To elected officials)

10.) Would you recommend CareHere?

Yes -
No -
Maybe -

11.) Do you know of anyone else we can contact about Care Here?
Our Broker Kurt Gehring @ the Gehring Group 561-722-2712

CLINIC QUESTIONS:

- 1.) How long have you had a health clinic?
Just had our 1 year anniversary
- 2.) How many employees do you have?
1300
- 3.) What is the employee participation rate for your clinic?
We are currently running 83% utilization rate of available appointments
- 4.) Has the clinic proved successful in reducing health insurance claims? Explain.
We successfully moved about 3 million dollars out of the health claims and through the clinic
- 5.) Was the actual savings higher or lower than projected savings?
It was about what was projected
- 6.) What has been the value of having an employee health clinic?
Boost in employee morale, less time off work to go the doctors office, we get another entity
Helping to boost our wellness program and medical staff has time to get to know the patients
And them deal with issues and catching early issues that might be a larger claim in the future.
- 7.) Please indicate any significant problems you have had with the clinic.

Our biggest problem when we opened was blood draws, but again that issue has been resolved.

Signature: Bob Pryor Date: 5/18/2010

REFERENCE CHECK – CARE HERE, LLC

Name of Your Organization:
City of Ocoee
Person Providing Reference:
Jim Carnicella

Phone #: 407-905-3154
Job Title: HR/Risk Director

1. Please describe the scope of work or projects performed by Care Here for your entity.
Comprehensive Health Center operated 24 hours per week
2. Why did you select Care Here?
Seemed to have more experience with this model than any other competitor
3. Was the work completed in a timely manner? Were there excessive change order requests?
Yes, work was right on time and No change orders
3. What do you feel are Care Here's strong points?
Overall Experience, electronic record keeping and wellness initiatives, skill in hiring staff
4. What do you feel are Care Here's weak points?
None.
5. Did you encounter any problems with their work? Please explain.
Never
6. Do you feel Care Here was strongly committed and focused on the work being performed for your entity? If not, please explain.
Absolutely they always are committed and responsive.
7. Did Care Here regularly communicate with you and provide feedback on the status of the project?
Yes.
8. Were you satisfied with the outcome of their work?
Yes and continue so as we have started our third year with them.
9. How would you rate Care Here on a scale of 1 to 10 (low to high) on the following?
Knowledge of Industry - 10
Professionalism - **10**
Qualifications - 10
Budget Control - 10- our responsibility
Final Product - 10
Cooperation - 10
Reliability - 10
Oral Presentation Skills -10
(To elected officials)
- 10.) Would you recommend CareHere?
Yes - Absolutely
No -
Maybe -

- 11.) Do you know of anyone else we can contact about Care Here?
Ocala, Palm Bay, Charlotte County, Oviedo, Apopka

CLINIC QUESTIONS:

- 1.) How long have you had a health clinic?
Started on April 15, 2008
- 2.) How many employees do you have?
340
- 3.) What is the employee participation rate for your clinic?
Approximately 75%
- 4.) Has the clinic proved successful in reducing health insurance claims? Explain.
Yes, this year so far by 18% below what we budgeted.
- 5.) Was the actual savings higher or lower than projected savings?
The actual savings was much higher (@25 % more) than the projected savings
- 6.) What has been the value of having an employee health clinic?
Cost savings for City, for the employees(no co-pays for visits and meds), lower premiums for employees with dependent coverage, better morale and best long term value is a healthier workforce
- 7.) Please indicate any significant problems you have had with the clinic.
We are not open enough to keep up with the demand. We just received approval to open an additional four hours per week to reduce the 110% utilization of available times.

Signature: James Carnicella Date: 4-30-10

REFERENCE CHECK – CARE HERE, LLC

Name of Your Organization: Sumner County, TN

Phone #: 615-452-6060

Person Providing Reference: Leah May Dennen

Job Title: County Attorney

1. Please describe the scope of work or projects performed by Care Here for your entity.
We have full pharmacy and 6 clinics for most of the counties employees. The school teachers are not included, however, school administration, bus drivers, etc., are. Care Here manages the whole program. Care Here employees handle all the billing. We have been with Care Here for 6-7 years, we were one of their first clinics and were kind of a trial run for them.
2. Why did you select Care Here?
We got into this before there were really any health clinics around because of the difficulty in finding physicians in our area. Care Here was new to this too. We are north of Nashville and it was hard for employees to get access physicians. We already had space at the school to handle a clinic and it seemed like a good fit for our county.
3. Was the work completed in a timely manner? Were there excessive change order requests?
Yes, absolutely. Any changes were probably cause by us. Most of our initial issues were computer problems because we did not have DSL or fast internet connections. We only had dial up phone lines but this was not a Care Here problem. The only other issue is since everything is automated, there are no paper patient records. If the computer is down, the doctor won't be able to access the patients past history.
3. What do you feel are Care Here's strong points?
The time saving for employees when they have to go to the doctor and the speed of getting in and out of the clinic, even if they have to go across town. There is no waiting for your appointment. Also, since the doctor detects health problems from employees who would not normally go to a physician, they catch the problems earlier, thus saving us money. We also give diabetes test strips for free.
4. What do you feel are Care Here's weak points?
This is not necessarily a Care Here problem, but the doctors/nurse practitioners are not specialists so they have limited availability of information regarding certain health issues. They may not provide you initially with the same drugs a specialist would. When employees know what drug has worked for a problem they have had in the past and request it, the health clinic doctor won't necessarily agree. As an example, I know what my dermatologist gives me for a rash I get, but the doctor prescribes an antibiotic, rather than the medicine I have gotten the past. They also won't prescribe a brand medicine when a generic is available. With the numerous advertisements by drug companies, employees often want the brand drug. This sometimes causes complaints. However, since they don't pay for their generic prescriptions, this isn't often a problem.
5. Did you encounter any problems with their work? Please explain.
No, not really. Most of our clinics are staffed by Nurse Practitioners. We have at least 1 doctor who is usually at one of the clinics though. Some employees like one Nurse Practitioner/Doctor better than others; it's a bedside manner issue. There are also more females than males and some of the males would prefer seeing a male and/or someone their age.

6. Do you feel Care Here was strongly committed and focused on the work being performed for your entity? If not, please explain.
Yes, definitely. Health care costs are down tremendously. 50-60 people were hitting maximum threshold limits, now only about 8 hit our large claim costs. I contribute this to employees having the yearly HRA and blood test along with medication cost reduction. Medications are a big issue and cost and this has helped tremendously. It's all a big picture issue, we're not making money but we are maintaining. We are completely self insured.
7. Did Care Here regularly communicate with you and provide feedback on the status of the project?
Yes, we have monthly meetings and Care Here always attends our meetings.
8. Were you satisfied with the outcome of their work?
Yes
9. How would you rate Care Here on a scale of 1 to 10 (low to high) on the following?
 - Knowledge of Industry – unknown since this is all we know, but a 10.
 - Professionalism - 10
 - Qualifications - 10
 - Budget Control - 8, good, but of course we would like it to cost less but that's the way it is.
 - Final Product - 10
 - Cooperation - 10
 - Reliability - 10
 - Oral Presentation Skills (To elected officials) – 6-7 because it is difficult for the elected officials to understand the concept. It took a year for them to understand it before we could implement the clinic. We must continually train the new commissioners.
- 10.) Would you recommend CareHere?
 - Yes - Yes
 - No -
 - Maybe -
- 11.) Do you know of anyone else we can contact about Care Here?

CLINIC QUESTIONS:

- 1.) How long have you had a health clinic?
6-7 years
- 2.) How many employees do you have?
Our employee count is almost 2,000, but that includes dependents.
- 3.) What is the employee participation rate for your clinic?
I believe it is 95% for employees, but family members are large users too.
- 4.) Has the clinic proved successful in reducing health insurance claims? Explain.
Yes, we can look back at costs paid to BCBS and they have been reduced quite a bit. Some of the big decreases we see are in medications, even before we started the pharmacy. We have a separate facility for the pharmacy and stock both generic and brand drugs. Our costs are reduced significantly for the brand drugs too, Care Here negotiates the rates.

5.) Was the actual savings higher or lower than projected savings?
I really don't know since it has been so long ago.

6.) What has been the value of having an employee health clinic?
We have found the health clinic to be a good benefit for our employees and for the county.

We have caught a lot of illness problems we wouldn't have before. In the past, employees would have waited until they were actually sick to see a doctor. As a result, our medical expenses would be higher because they were in much more serious condition.

We provided a \$100 gift card to Wal-Mart as an incentive for each employee to take a health risk assessment and go for blood work. We requested employees do this test each year and provided the gift card each year. This is the first year we stopped the gift card incentive due to the budget. A lot of our employees may not have gone to doctor, but the gift card gave them the incentive to go. As a result, we were able to detect prostate cancer, cholesterol problems, blood pressure issues, heart problems, diabetes and other cancers. Employees can go to the clinic any time, which makes it convenient for them and for the County. There is less time away from work.

Of course, the reduced cost I mentioned earlier is a great value to the County.

We use mostly nurse practitioners at the 6 clinics. The clinics are open full time and take evening appointments as well. We have about a dozen doctors rotate in the clinics but nurse practitioners are main people who man the clinic. There will usually be a doctor available at one of the clinics, if that is who the employee wants. There was some hesitancy in the beginning with employees going to a nurse practitioner, but they later found they liked them because they were more easily accessible and easier to talk to. The \$100 Wal-Mart card also was the incentive used to overcome the hesitancy.

We have also reduced specialist costs. Rather than going to a specialist, they find it easier to see the clinic doctor. They don't miss as much work, which is good for the county. It's not just the money, but a time issue too. The clinic doctor will coordinate with the employees other doctors.

Our insurance program currently has a \$375 deductible and 80% co-pay. By going to the clinic, employees medications have been free and name brand drugs were \$4.00. We recently changed this and the charge for brand drugs is now \$20. We are implementing our first rate increase in a long time. This is only because of the increase BCBS is giving us.

7.) Please indicate any significant problems you have had with the clinic.
There have been no significant problems. When we opened, some of the old time doctors and small pharmacists in the area were against opening the clinic. This resulted in some of the employees having a problem supporting it as well. The \$100 gift card made a big difference to those employees though!

Signature: Leah May Dennen Date: _____

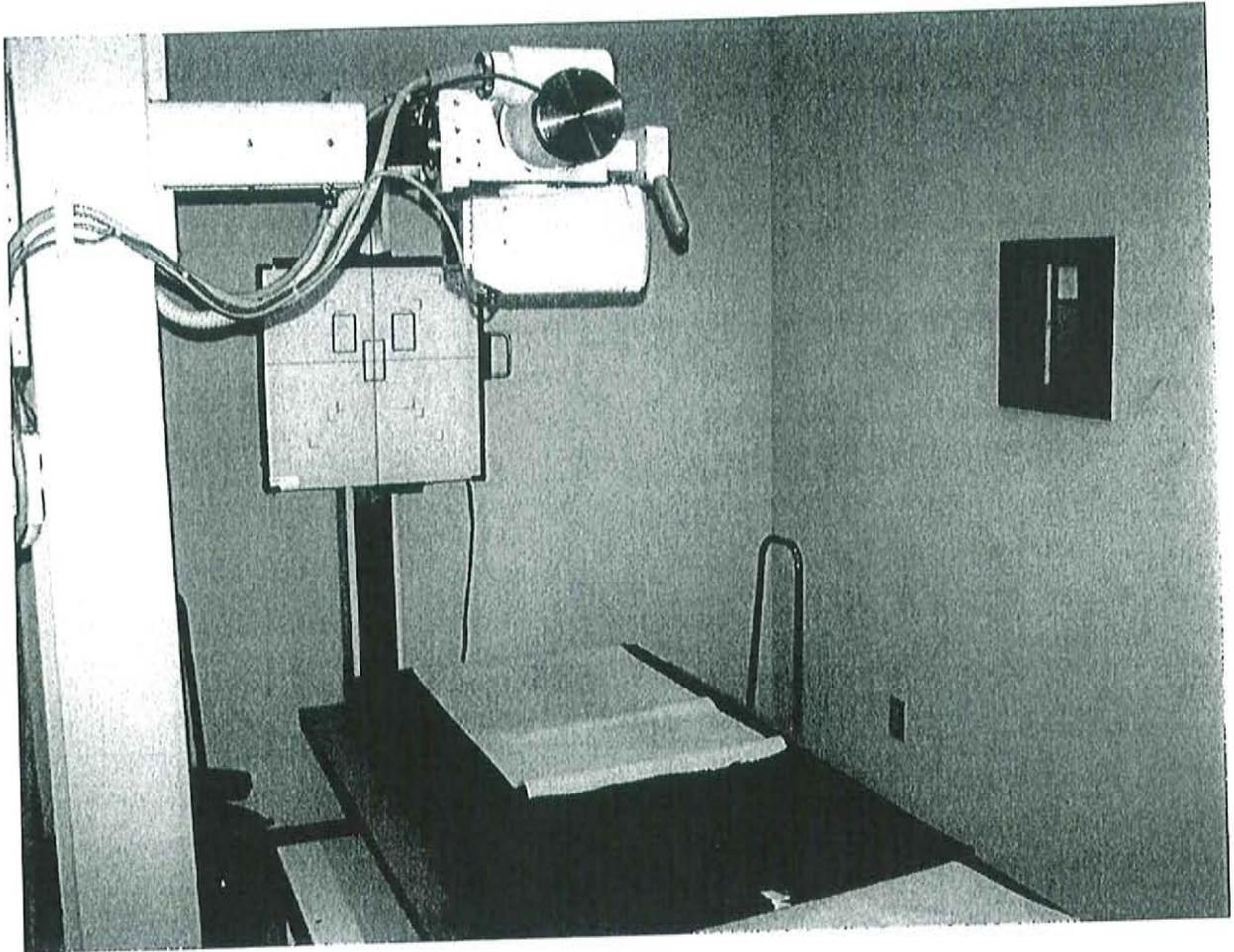
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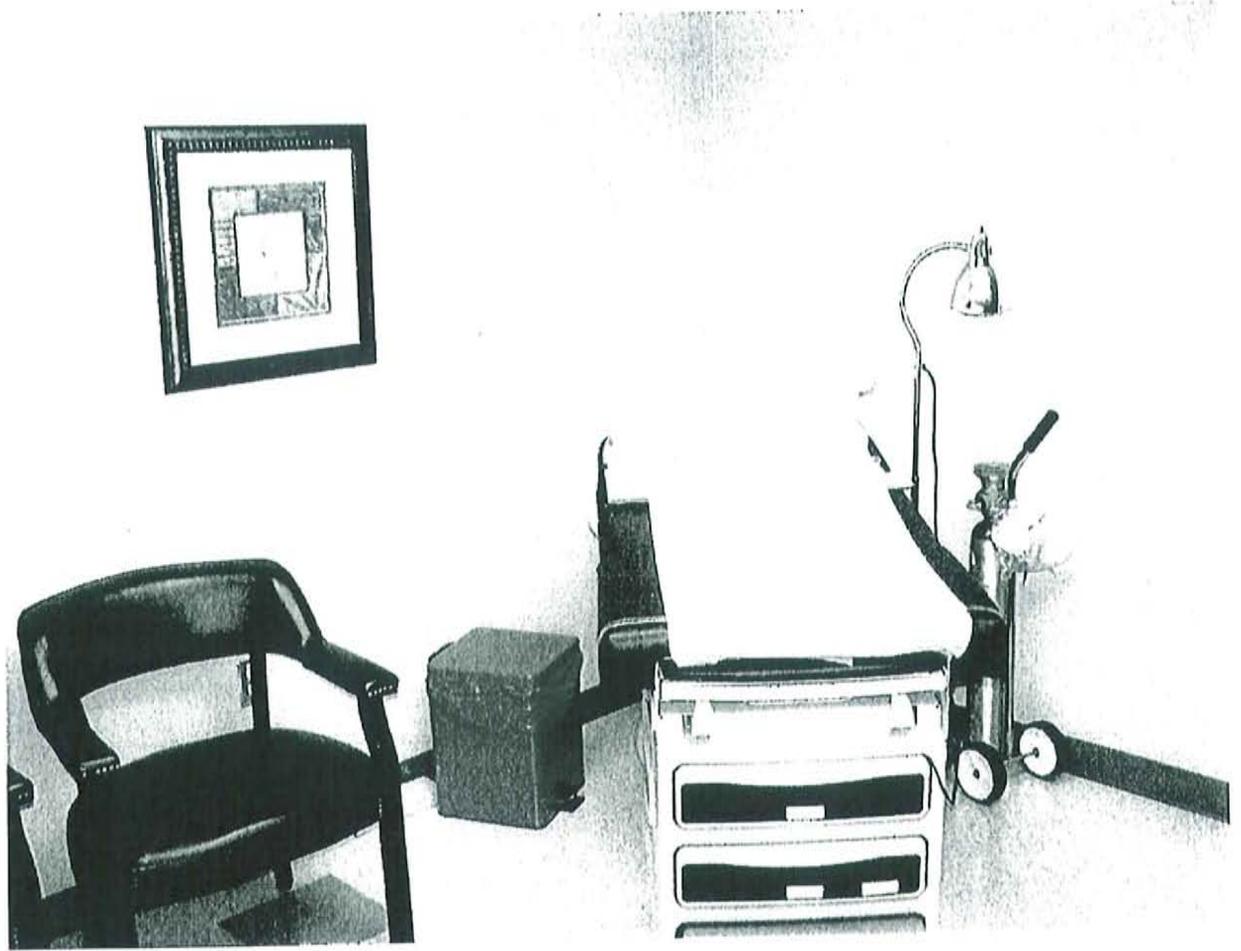
Tour of Existing Clinic

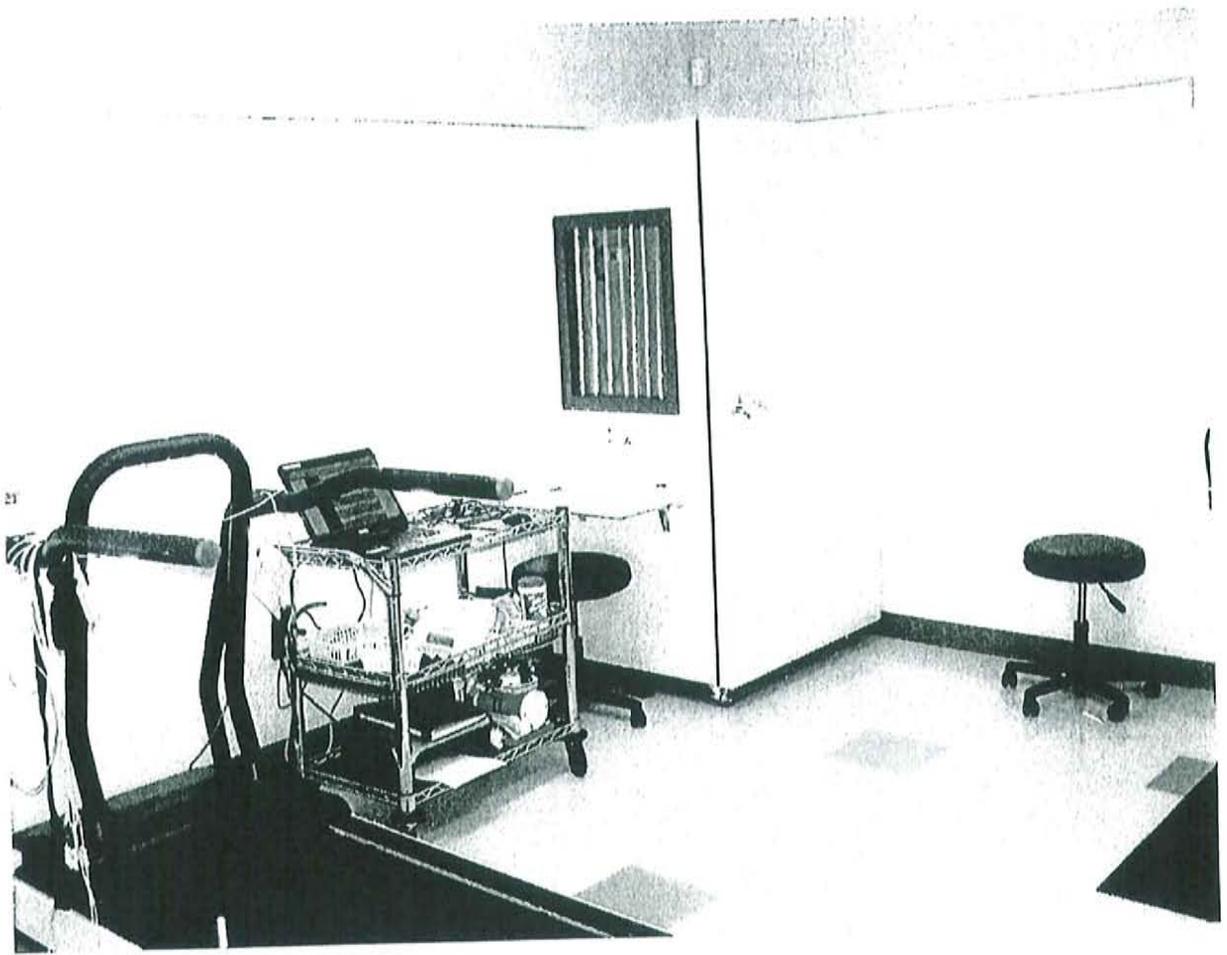
















CITY OF MOUNT DORA

Office of the City Manager
510 N. Baker St.
Mount Dora, FL 32757
352-735-7126
Fax: 352-383-4801

E-mail: citymgr@cityofmountdora.com

DATE: June 28, 2010
TO: City Council
FROM: Michael Quinn
VIA:
RE: Preliminary Budget Issues

Needless to say, the last three years have been difficult ones for the City's Budget since they have been cutback budgets where municipal services have been reduced due to the loss of available resources and the resulting inability to sustain service levels. While the very nature of a Budget is a system of priorities to match the available resources; the compounding of annual cutbacks has caused us to re-set our provision of basic services. Since our local tax resources lag behind the general market conditions and the loss of housing valuation is so severe in Florida; it is not anticipated that the reports of our nation's economy coming out of the recession will offer us much relief for this year's or even next year's budget cycle.

We have been fairly progressive and creative in our tactical adjustments to the Budget over the last few years. We have definitely trimmed expenses of providing municipal services to where we are operating on the edge of sustaining our ability to maintain past performance levels. We have contracted services to the private sector to reduce the costs of providing it ourselves such as meter reading, street sweeping, fleet maintenance and parks mowing. We have transferred services responsibilities to other agencies and non-profits like Heim Field to the School District and the Roseborough campus to the Montessori School. We have created new revenue sources or enhanced fees like the new septic waste handling program for private haulers, or the increase in fees for recreation programs and facility rentals to make them more self-sufficient in covering direct costs. We have coordinated capital projects with user groups to achieve completion goals at less cost such as the Dog Park construction, or the Community Trust supporting design costs for the Fourth Avenue Dock Project. We have taken a leading role in promoting regional service discussions such as the Purchasing Consortium in Lake County, or the coordination of tactical operations amongst area Fire Services. While all these efforts have been productive in helping us maintain basic services, we must continuously strive for more and more examples in order to stay even with our service demands. It is increasingly evident that a fundamental change in how we provide municipal services is critical if we are not inclined to raise the tax millage. Unfortunately, this strategy is a long-term commitment and not just a temporary budget

adjustment. The change of thinking required to consolidate operations and regionalize services takes a lot of time and commitment amongst multiple participants in order to achieve the economies of scale to make it worthwhile to fundamentally change operations.

While we are preparing a Budget for Council consideration, we have come to realize that we are at a crossroads with two paths toward balancing our Budget. The first path leads toward a Budget balanced on the objective of preserving services in an efficient manner and stemming the tide of decreasing revenue. The second path leads toward a Budget balanced on the objective of preserving current tax millage and reducing services as our valuation base continues to drop. In order to provide municipal services at this level, we will have to fundamentally change operations through regionalization or some similar strategy to consolidate services at reduced costs. Our current strategy is to present both paths of objectives to the Council for review unless you give clear direction or preference otherwise.

As part of the Preliminary Review, I offer the following insight into budgetary issues for your initial reaction:

1. General Fund Revenue has been reduced in terms of actual dollars to below 2006 Budget levels.
2. The deficit to balance because of reductions in revenue from less valuation and less state-shared resources is approximately (\$435,000) plus the cutbacks to mitigate the impacts of inflationary costs passed onto us such as credit card assessment fees, etc.
3. To balance the deficit with an adjustment to the property tax yield would mean about 3% less in collections, but a definite increase in the millage from the current rate of 5.019 mills. We can't figure the actual rate impact until we get the figures from the County.
4. Street Light Assessment – This is a possible special assessment charge to help support a portion or all of the \$200,000+ expense of this service. We are actually factoring into the budget about \$18,000 for collecting this charge on the street lights in Sylvan Shores. The objective is to offset our taxpayers paying for these lights. As an alternative, we could expand this assessment to the entire City for all street lights not covered under an HOA assessment to get closer to recovering the \$200,000 charge or at least that portion that is considered area security lighting and not for traffic purposes at intersections. There are various options to consider if desired.
5. Cemetery Service Fee – This is a possible fee where we add a \$200 charge onto the price of a cemetery plot or niche for general service. It is not a perpetual maintenance fee, but it can be used to support general operations. It would require development if desired and there are examples such as Kissimmee that have such fees that we could model after.
6. Red Light Camera Enforcement – This is a possible enforcement infraction that carries a portion of the fine returnable to the City. We currently do not have this infraction in the City but could pursue a contract and get an operation in place by the first of the year if we started immediately on a contract proposal.
7. Cutback options are not fully determined at this preliminary stage, but will be complete for the Preliminary Budget presentation to the Council in early July. What I can say is that to cover the above deficit gap without using reserves or increasing tax millage would mean a significant reduction in some services and definite layoffs of personnel positions. I do not favor using reserves for operating deficits but would

only consider their use for capital enhancements that would aid our operating situation. To balance this budget we would have to look at reducing the service level of our major departments in terms of reductions in hours, services and personnel. In addition, we would also look at reducing many of the community event support that we offer through Parks & Recreation and the CRA. We are already counting on changes to the Pension costs and the Health Care costs over time based on current policy direction.

I recognize that this only gives you a brief snapshot of the situation, partly because we are still working the various scenarios through a process of budgetary review. However, the critical issue for us is whether you feel we should develop the revenue options further as a consideration or to strictly concentrate on the expense cutback options to balance the budget. In actuality, you may not be able to determine this direction until you receive the Budget document with more support. Any discussion is helpful at this time, and we look forward to a brief discussion.

REQUEST FOR PROPOSAL
CITY OF MOUNT DORA
PURCHASING DIVISION

For

Eustis, Leesburg, Mount Dora and Tavares (Participating City Entities)

RFP# 10-01-001

**Analysis, Administration, Operation and Implementation for one or more
Shared Services Onsite Employee Health Facility(s)**

1250 NORTH HIGHLAND STREET
MOUNT DORA, FLORIDA 32757

The City of Mount Dora, Florida solicits your company to submit a proposal on our **RFP #10-01-001 - Analysis, Administration, Operation and Implementation for one or more Shared Services Onsite Employee Health Facility(s)**. The City of Mount Dora is the lead agency in this RFP process. There is a committee of representatives from the cities named above. These representatives will review and rank all of the proposals received. The firm awarded this contract will perform the scope of services agreed upon and take direction from this committee. This is not requesting the services of a broker or agent. This is a Request for Proposal for a firm/organization with demonstrated success in the administration and operation of one or more employee onsite health facilities.

All terms and conditions below are a part of this request for proposal and no proposals will be accepted unless all conditions have been complied with. Rights are reserved by the City of Mount Dora, acting as the lead agency and after consultation with the established committee, to accept or reject any and all proposals and to waive all technicalities and award in the best interest of the City Entities. The bid, request for proposal, or invitation to negotiate with the vendor's signature will constitute an offer to sell to the City Entities under the stated terms and conditions. A sample contract is attached (Attachment B). **This contract is a sample only and does not constitute the final document.** The final contract will be developed after negotiations and must be approved by all the participating entities Councils/Commissions.

All prospective proposers are hereby cautioned not to contact any City Entities Council/Commission members, employees of the participating City Entities, nor attempt to persuade or promote through other channels. All requests for additional information must be submitted in accordance with instructions contained in this Request for Proposal. Failure to comply with these procedures shall be cause for disqualification of firm's Submittal.

INSTRUCTIONS TO VENDOR:

1. All proposals shall be filed in the Purchasing Division of the City of Mount Dora, 1250 North Highland Street, Mount Dora, Florida 32757, prior to **2:00 PM, local time, March 8, 2010** and clearly marked "**RFP #10-01-001**". Proposals will be recorded as received at this time. Proposals received after this time will not be considered. All proposals shall be submitted, in a sealed package or envelope, and all required documents submitted at that time. Faxed or e-mailed proposals will not be accepted. **The Purchasing Division is the only contact concerning any questions pertaining to this RFP. No other employee, officer, staff or agent of the participating entities should be contacted during this period. All questions/concerns shall be directed, in writing, to:**

John A. Bruce, CPPB, Purchasing Manager
City of Mount Dora
E-mail: brucej@cityofmountdora.com
Fax: (352) 735-4789
Address: 1250 North Highland Street
Mount Dora, Florida 32757

All other forms included in the request must be completed and submitted with the proposal.

2. Recommended short listed firms will be posted for review by interested parties on or about **March 19, 2010** and will remain posted for a period of 72 hours in the Purchasing Division located at 1250 North Highland Street, Mount Dora, Florida. Failure to file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any person who is affected adversely by the decision or intended decision shall file with the City a written notice of protest within 72 hours after the posting or notification. A formal written protest shall be filed within 10 calendar days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals (but no later than the time when the bids or responses must be received in order to be considered), and the formal written protest shall be filed within 10 calendar days after the date the notice of protest is filed. The 72 hours period referred to herein shall not include Saturdays, Sundays, or holidays. The word "holiday" shall mean any weekday on which the City Administrative offices are closed. Failure to file a timely formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which protest is based. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the City of Mount Dora in an amount equal to ten percent (10%) of the total estimated contract value, or \$1,000 (whichever is higher), which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, or money order will be an acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Upon receipt of the formal written protest and protest bond which has been timely filed, the City shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final City Manager action, unless the City Manager sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
3. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform

work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

4. **Public Entity Crimes Disclosure:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
5. Bidder warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for bidder, to solicit or secure this RFP and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for proposer, any fee, commission, percentage, gift or any other consideration contingent upon, or resulting, from the award of making of this RFP.
6. Where proposers are required to enter or go onto City property to deliver materials or perform work or services as a result of a RFP award, the bidder agrees to the Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the City occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of their proposal.
7. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify the City and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the City or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the City or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall provide such indemnity regardless of the negligence or other culpability of the City, excluding only those circumstances where the City is solely negligent.
8. Prior to starting work, Vendor shall have any and all licenses and permits required by Federal, State and Local Governments. Staff of the firm awarded this contract should demonstrate that appropriate training has been received by showing evidence of some or all of the following certifications:

CEBS - Certified Employee Benefits Specialist

REDC - Registered Employee Benefits Consultant

CBP - Certified Benefits Professional

MHP - Managed Healthcare Professional

CMPC - Certified Managed Care Professional

10. In case of exact tie bids, awards will be made at the discretion of the City. Conformity to specifications, price, quality, and time of guaranteed delivery will be determining factors in the awarding of the bid.
11. In the event of an error in extending the total cost for an item, the unit price submitted will prevail.
12. **BID BOND:** A certified check or bid bond shall accompany each proposal. The certified check or bid bond shall be for an amount not less than five percent (5%) of the Total fee for all Entities (ATTACHMENT E) and shall be made payable to the City of Mount Dora as bid security for contract execution.
13. The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. A separate invoice must be received for each purchase order number.
13. **"PIGGYBACKING"** - With the consent of the awarded vendor, other agencies and other POOL, (Purchasing Officials of Lake County), entities may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception or the change in the entity's name.

ACCEPTANCE OF PROPOSAL TERMS & CONDITIONS

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

Contracting Party Signature

Contracting Party Printed Name

Title

Date

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

NOTARY:

STATE OF _____ COUNTY of: _____

CITY OF _____

Sworn and Subscribed before me this _____ day of _____, 2010

Personally Known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

Signature of Notary: _____

SPECIAL TERMS AND CONDITIONS

RFP# 10-01-001

Analysis, Administration, Operation and Implementation for one or more Shared Services Onsite Employee Health Facility(s)

INTRODUCTION AND BACKGROUND:

It is the intent of the City of Mount Dora, acting as the lead agency, to secure services from a qualified firm/organization to determine the need, the number of proposed facilities and staff to meet the need, and to predict the costs and benefits of establishing onsite employee health facility(s) for the entities named in this proposal using the information provided in this Request for Proposal. It may be possible that some of the entities listed above may not participate once the results of this RFP process are known. (See Exhibit "A" for Scope of Services). It is unknown at this time if the governing bodies will approve the recommendation of the committee to move forward. It is also unknown as to how many participating entities would approve the consolidation of these Shared Services. That is why each participating entity will require its own analysis as to feasibility and also its inclusion into the Shared Services scenario. After the various Councils/Commissions have given approval to move forward with a Shared Service Facility based on this RFP, the awarded firm will finalize their recommendation based on the data previously collected, and the collection of new data to recalculate proposed costs based on the number of remaining entities. This would involve working with staff and/or consulting firms engaged by each entity. This would include reformulating all cost factors and staffing estimates, hours of operation, ROI, etc.

KEY EVENTS AND DATES:

<i>March 1, 2010</i>	<i>Deadline for Questions: 2:00 PM</i>
<i>March 3, 2010</i>	<i>Last date for addendums to be Issued</i>
<i>March 8, 2010</i>	<i>Public Bid Opening: Proposals due @ 2:00 PM</i>
<i>March 15 - 19, 2010</i>	<i>Evaluate proposals and Short List.</i>
<i>March 22 - 30, 2010</i>	<i>Presentations, if needed.</i>
<i>April 5 - 9, 2010</i>	<i>Posting of Committee Recommendation.</i>
<i>April 19 - 23, 2010</i>	<i>Council/Commission Recommendation.</i>

AWARD METHOD:

A contract will be awarded to the responsive and responsible proposer who achieves the highest point score through the proposal evaluation process as outlined later in this document under the **Method of Evaluation** section. The City of Mount Dora, acting as the lead agency, and the established committee, reserves the right to negotiate with the highest ranked proposer regarding proposal scope, quality, price, and any other issues it considers relevant to successful performance of the services. If an agreement cannot be reached with the highest ranked proposer, The City reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

CONTRACT PERIOD:

The term of this contract shall be for three (3) years with the option of 2 additional 1-year renewals upon the mutual agreement of both parties. Any renewals shall be in writing and signed by all parties. Rate quotes must be provided 90 days prior to the renewal date.

CANCELLATION:

All or part of this Agreement may be terminated by the City AND THE PARTICIPATING ENTITIES, with or without cause, for its convenience, upon no less than fifteen (15) days written notice to the CONTRACTOR of such intent to terminate. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

ACCEPTANCE OF VENDOR RESPONSES:

The City of Mount Dora, acting as the lead agency and after consultation with the established committee, reserves the right to accept proposals and to accept or reject portions of a proposal based upon the information requested. Vendors may be excluded from further consideration for failure to fully comply with the requirements of this RFP solely at the City's discretion.

METHOD OF EVALUATION:

An Evaluation Committee, using an Evaluation Form shown in Attachment A, will evaluate the proposals received. Each Committee member will independently score each proposal using a predetermined point system following the set of evaluation criteria listed in Attachment A to determine each person's top three rated proposals. Each Committee member's proposal scores will be ranked with the firm receiving the highest score also receiving the highest number of composite points (i.e. if 10 firms submitted proposals, the highest scored firm would receive 10 composite points, the second highest would receive 9 composite points, etc...). These composite points will then be added together and the proposals with the highest overall composite points will be placed on a short-list.

NON-EXCLUSIVE AGREEMENT:

This RFP does NOT establish an exclusive arrangement between the City of Mount Dora, acting as the lead agency and the participating entities, and vendor. The City and the participating entities reserve, but are not limited to, the following rights:

- The right to use others to perform work and services described in this RFP;
- The right to request proposals from other Vendors for work described in the RFP; and
- The unrestricted right to bid any work or services described herein.

QUALIFICATIONS OF VENDORS:

The City of Mount Dora, acting as the lead agency and after consultation with the participating entities, expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of vendor, compared to work proposed, justifies such rejection.

AMENDMENT AND CANCELLATION:

The City and the participating entities reserve the right to cancel, recall, and/or reissue all, or any part, of this RFP, at anytime.

WITHDRAWAL:

By written request to the Purchasing Division, vendor may withdraw from the RFP process at any time before the closing date for the receipt of proposals.

CONFIDENTIALITY OF INFORMATION:

The City reserves the right to retain all copies of vendor proposals submitted in response to this Request for Proposals. You are hereby notified that under FS 119.07, ("Florida's Sunshine Law") proposals submitted in response to this solicitation cannot be granted immunity from public scrutiny. **All information submitted must be made available to the public for examination, if so requested.** Vendor requests to hold certain submitted materials in confidence cannot be honored. If it is essential to your organization that certain materials are kept confidential, and they are a required element of this RFP, it is recommended that you decline to respond to this solicitation.

PROPOSAL PREPARATION COSTS:

The costs of developing proposals are entirely the responsibility of the vendor, and shall not be charged in any manner to the City. This includes, but is not limited to, the direct cost of vendor personnel assigned to prepare vendor's response to the RFP and any out-of-pocket expense (including, but not limited to, travel, accommodation, supplies) incurred by vendor in preparing the response to the RFP.

SUPPLEMENTAL MATERIALS:

Proposals shall meet the requirements and conform to the format prescribed in this RFP. As additions to this required format, vendor is permitted to submit supplemental materials to the base proposal when vendor determines a need to more fully explain aspects of vendor's solution, applications, or services. Any such additions must be explicitly identified.

SOLICITATION OF PARTICIPATING ENTITY EMPLOYEES:

The City and any participating entity expressly prohibits vendors from making any offer of employment, equivalent offer, or any other offering of value to any Committee Member or employee of the City of Mount Dora or any participating entity.

PRESS RELEASES AND PUBLICITY:

No announcements or news releases pertaining to vendor's participation in this RFP, the selection of proposal or award of contract shall be made by vendor, its representatives, or agents until a final award has been made by the City and each participating entity.

PRIME CONTRACTOR RESPONSIBILITIES:

The City and the participating entities will consider the selected vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

ASSIGNMENT OF CONTRACT:

The final contract to be awarded and any amounts to be paid there under shall not be transferred, pledged, or assigned without the prior written approval of the City and the participating entities.

SUB-CONTRACTORS:

Vendor must describe in the proposal, all responsibilities that vendor anticipates assigning or subcontracting, identify the subcontractor and also describe how vendor will manage these subcontractors.

LICENSES AND PERMITS:

Provide all applicable licenses as a part of the proposal.

Vendor shall obtain and pay for all necessary licenses, permits, and related documents, required to comply with the proposal. Vendor shall save and hold harmless the participating entities as a result of any infraction of the aforementioned.

PROPOSAL CONTENT AND SUBMITTAL:

Twenty (20) complete copies (1 original and 19 copies) of the proposal shall be submitted by respondents. The original proposal response shall be unbound in a format made ready for photocopying for ease of reproduction by the City. Each proposal shall include all information and submittals requested in this RFP. Incomplete proposals may be declared non-responsive. **The original must be submitted in an electronic format (CD or DVD) and included with submittal.**

PROPOSAL ORGANIZATION:

Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this RFP. Responses should be correlated to the specific Submittal, Criterion, Section or Page Number of the RFP being addressed. Evaluation Committee members will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

ATTACHMENTS:

<i>Attachment A:</i>	<i>Proposal Evaluation Form</i>
<i>Attachment B:</i>	<i>Sample Agreement (Final agreement to be developed after negotiations with selected proposer.)</i>
<i>Attachment C:</i>	<i>Vendor Data Sheet</i>

<i>Attachment D:</i>	<i>Reference Data Sheet</i>
<i>Attachment E:</i>	<i>Cost of Services Sheet</i>
<i>Attachment F:</i>	<i>Public Entity Crimes Affidavit</i>
<i>Attachment G:</i>	<i>Non-Collusion Affidavit</i>
<i>Attachment I</i>	<i>Informational Questionnaire</i>

RESPONSE INSTRUCTIONS:

This section outlines the requirements that the proposer is requested to address in order to comply with this RFP. It is important that the format is followed as presented here. Priorities will be used to weight responses to determine overall applicability; therefore it is very important that we receive responses to all requirements. The City and the participating entities reserve the right to change the priority of requirements.

All proposals must be typewritten on 8½" x 11" paper and contain a table of contents delineating responses to each section. Proposals must be organized and indexed in the format identified herein. Each section must contain all items in the sequence identified. An authorized official must sign proposals. Please provide:

1. A total of 20 hard copies (1 original and 19 copies) of the proposal response in the format outlined.
2. The original proposal response shall be unbound in a format made ready for photocopying for ease of reproduction by the City. The original must be submitted on a CD or DVD.

RESPONSE FORMAT:

Submittal A: Cover Letter, Completion of All Requirements and Guidelines delineated in the RFP.

Outline the operational, customer service and technical contacts within your organization. Provide the names, titles, telephone numbers, and email addresses of those individuals with authority to negotiate and contractually bind the company). In addition, this letter shall include a statement accepting all terms and conditions listed in this RFP.

Submittal B: Qualifications of Firm/Individuals

Respondents must specify experience in providing these services. Respondents must provide information regarding, but not limited to:

- The names and addresses of at least three (3) institutions, 5 preferred, that has contracted with the proposer for similar services within the past five years which will attest to the quality, and effectiveness of the Respondent (Attachment D). Include a description of the size and complexity of the organizations for which the services were provided. The documented experience shall demonstrate previous experience in successfully implementing, operating monitoring and reporting for onsite health service facilities.
- Evidence that the services were provided in a cost effective and high quality manner. Evidence may take the form of a confirmation letter from the organizations referenced. Using one selected client expand your response to include the costs originally estimated by your

firm for the "start-up" and "ongoing operational" expenses and provide comparative data depicting actual costs.

- Provide the names, titles, and resumes listing qualifications, education, and experience of the key individual(s) who will be assigned for servicing the City and the participating entities and its employees. The primary contact must have direct and primary responsibility for all professional services to be provided to the entity/employer participating.
- The firm must indicate their experience in promoting affiliations and assistance in negotiating reductions from Health Care carriers and also experience and success in promoting private partnerships, such as with Pharmacy operators and Medical Equipment suppliers in either providing facilities or contributing capital and supplies, or jointly running a portion of the operation. Describe any and all possible revenue generating opportunities available and also describe your past experience in brokering any such affiliations.
- Indicate if there are any known or possible claims or litigation against your firm for providing similar services. Indicate if any contracts with any type of agency have been cancelled prior to completion by the Agency you contracted with and explain why.

Submittal C: Approach, Methodology, And Work Plan: Provide an overview of the services offered and your firm's familiarity with providing such services. Complete the questionnaire, (Attachment I) and submit under Submittal D...

- Demonstrate your firm's familiarity and experience performing the scope of work as described in the RFP, (See Exhibit "A" for Scope of Services).
- From contract signing, provide an estimated time line and comprehensive explanation of the methodology and work plan to accomplish the establishment of one or more onsite health facility(s).
- Provide charts, graphs, summaries, formulas and calculations developed by you from each entity's current Medical, Workers' Compensation, etc. plans and benefit offerings that explains your recommendation. If selected, the awarded vendor will have to work with each of the remaining entities in order to finalize a contract. It is possible that not all entities will continue on in the process once the RFP has been received.
- Based on the information provided formulate a recommendation and provide proposed pricing. (Provide examples from a previous client).
- Indicate any recommendations related to adjustments in co-payments. (Provide examples from a previous client).
- Indicate experience negotiating with HealthCare and Workers' Compensation providers, and others to reduce ASO costs, if presently paid, Pharmacy costs, etc. (Provide examples from a previous client).

Address the following:

How your firm would integrate with service providers

How your firm would exercise quality control over facility staff

How would your firm safeguard compliance with all local, state and federal regulations including HIPAA? Include how your firm would manage ongoing licensing requirements and professional education.

Describe the level of involvement that could be required of the participating entity staff.

Describe the types of communication materials that you would utilize to encourage utilization of the facility(s).

Describe your billing procedures.

Fully describe how technology would be utilized for communication with the entities, employees, health and occupational providers, etc.

- Recommendation and Entity Coordination and reporting: Provide a timeline based on information provided in this RFP and from an actual previous client that demonstrates actual timelines for that client. The firm will provide a listing of the various types of fees that can arise in a contracted employer health facility arrangement and what is typically included in the Per Employee, Per Month model. A full explanation of the PEPM fee should include utilization calculations developed by your firm.
- Implementation: Explain timelines for the implementation of the Onsite Health Facility(s)... Based on the four entities included within this RFP and the information provided provide a recommendation as to the number of facility(s) needed and the timeline estimated to opening. Provide a summary from the data provided in Attachment I and add any additional data fully explaining how one or more facilities would be established. Provide information fully explaining the significant data elements that form the basis of your recommendation
- Monitoring: Indicate your methodology for assuring that contractual requirements will be met. Discuss any possible performance guarantees that you have implemented and/or would provide.
- Reporting: Indicate the types of reports available and your ability to provide individual reports and reporting capabilities as to the financial and operational health of the facility(s) based on the combined data of all entities. This would include but not be limited to utilization reporting, type of service received, fees charged, revenues received, claims comparison utilizing data gathered during feasibility analysis with the remaining entities and other customized reporting.

Submittal D: Forms

The following forms must be completed and submitted with the proposal in accordance with the instructions given in the RFP. Blank forms are attached.

<i>Page 5</i>	<i>RFP Response Form</i>
<i>Attachment A</i>	<i>Proposal Evaluation Form</i>
<i>Attachment C</i>	<i>Vendor Data Sheet</i>
<i>Attachment D</i>	<i>Reference Data Sheet</i>
<i>Attachment E</i>	<i>Cost of Services/Informational Questionnaire</i>
<i>Attachment F</i>	<i>Public Entity Crimes Affidavit</i>
<i>Attachment G</i>	<i>Non-Collusion Affidavit</i>
<i>Attachment I</i>	<i>Informational Questionnaire</i>

The City and all participating entities also expect the awarded contractor to display the following qualities:

- A serious and rigorous commitment to safety practices.
- A detailed understanding of the needs of the City.
- Strong work management capabilities.
- Forward-looking expertise and a commitment to bringing in new technologies and processes.
- Adherence to all Federal, State and Local policies, practices and regulatory requirements.

SCOPE OF WORK:

The firm selected shall be authorized, registered and licensed within the State of Florida to conduct the Analysis, Administration, Operation and Implementation for one or more Shared Services Onsite Employee Health Facility(s).

Analysis: This work would be done in conjunction with staff and/or an engaged consultant of the public entity.

- Utilizing additional information provided by each entity, the awarded firm will be required to review each remaining entity's present Healthcare and Workers' Compensation plan design and finalize implementation and ongoing cost, including the ROI (Return on Investment) for implementing an Onsite Health Facility. At present, if determined feasible and approved by the Councils and Commissions of the various public entities, the implementation date for the first fully operational Shared Services Health Facility in Lake County would be October 1, 2010.
- Further Analyze each entity's existing insurance program, i.e., self-insured, fully insured, insurance pool, etc., as well as present and projected claim costs and demographic plan data and utilization by area of service and determine whether each entity's financial benefits of having the facility outweigh the risks of program modification and the cost of implementation, maintenance and additional employer management and administrative manpower. Programs including, but not limited to, Primary Care, Workers' Compensation, Wellness, Occupational Services, Job related physicals, Fit for Duty exams, Pharmacy Benefits, X-ray capability and other services must all be researched for each remaining entity and included in the final recommendation in order to capture the most cost effective service beneficial to both the employer and the employee and most effective in the reduction of claims costs.
- Analyze each entity's employee and retiree population by work and home address to determine the minimal number and preferred location(s) of sites to be most beneficial to the employer and members.
- Break down the estimated cost of initiating and maintaining the recommended number of facility(s) including the use of industry benchmarks. Research and analyze each entity's risks and potential liabilities for implementing a facility. This should include a summary report and recommendation for each participating entity's ROI and comparison of cost and capability to implement an Onsite Health Facility. Predict the savings, if any, to each entity in overall claims costs. Savings should include estimates of reduced "wait" times, payroll costs and cost avoidance factors.

- Once all the data and analysis has been collected for all of the participating entities, provide a recommendation based on the Shared Services Network approach for all of the entities combined.
- Indicate if one or more facilities would be required and the optimal location for these facilities.
- Determine whether costs and ROI would differ significantly if implementing a single facility and/or a network of similar facilities.
- Based on the claims data and additional utilization history collected for each entity, determine the types of services that should be offered.
- Determine to whom the facility should allow service, ex: employees only, spouses, dependents, retirees.
- Graphically provide predictive modeling for the Return on Investment for each participating entity clearly showing the ROI for years, 1, 3, 5, 10, etc., and incorporating each entity's past claims history and claims trend. It is assumed that there would not be 100% utilization. It is the responsibility of the awarded firm to provide estimated utilization rates by service. All modeling must explain the final utilization factor used for cost comparison and ROI.
- Examples of required analysis for each entity and combined include but are not limited to:
 - ** The percent of present community based services that an onsite health center would replace by service category.
 - ** If dependent and retiree care is also recommended for inclusion, distinguish utilization projections between employees, dependents and retirees by service category.
 - ** Costs presently paid for each entity by service category then combined for all entities.
 - ** Costs estimated to be paid for each entity by service category at the proposed onsite health facility and then combined for all entities.
- Initial Capital Outlay estimates must be provided at this time.
- For the Facility and Services recommended the awarded firm should break out the start up and ongoing facility maintenance fees from the operational and ongoing administrative fees. (Fixed vs. Pass Through). Total annual costs per recommended facility(s) are required. The firm shall indicate recommended staffing levels and qualifications of staff and recommended hours of operation based on industry standards. The costs for medical malpractice and professional liability errors and omissions insurance coverage for staff of the facility shall be borne by the staff of the facility or the firm chosen to administer and operate the facility through this RFP and not the public entities. (See Attachment I).

** During research gathering the awarded firm should determine if there are any facilities owned by participating public entities that could adequately meet the requirements of the facility(s) being recommended. Estimates should be provided as to the cost to renovate the facility to accommodate the firm's recommendation.

** If there are no facilities available the start up costs should include the cost of purchasing a facility that would meet the recommendation of the firm.

- Participation in meetings with the participating entity committee, staff of individual entities, attorneys' offices of individual entities and governing bodies and perhaps employee groups will be required.

Implementation/Monitoring

- The awarded firm will oversee the implementation of the Shared Services Health Facility(s) and the ongoing administration and operation for those entities choosing to continue in the establishment of the Onsite Health Facility(s).
- The firm will monitor and report the progress to the participating committee members.
- The firm will verify all staffing credentials and insurance and verify all deliverables based on the Shared Services Health Facility(s) contract.
- The firm will Implement and monitor any separate provider agreements, partnership opportunities, etc. that the firm has presented and assisted in negotiating.
- Actual Costs will be compared to estimated costs on a monthly basis. Utilization reports will be provided to each entity on a monthly basis by service category and entity. A combined report will summarize the individual data for all entities in order to provide the present administrative and operational cost of the facility(s). Utilization will be calculated for all entities and all actual numbers will be compared to the predictive modeling analysis previously provided by the firm.
- Billing procedures will be set up and monitored by the awarded firm and reported to each entity and summarized on a combined basis monthly for all entities.
- All costs and savings will be captured and reported to each entity. This will include cost avoidances and savings in any Health Care or Workers' compensation costs and other benefit offerings and occupational programs. Time period comparisons will be required for the first five years of the operation of the facility(s). This would include comparisons with appropriate inflationary factors incorporated into the periods prior to the use of the Onsite Health Facility(s) and yearly comparisons by service category by entity for each year of operation of the Facility(s). This information will also be provided on a combined basis for all participating entities.
- Processes established during contract negotiations with the awarded provider pertaining to the operation and staffing of the facility will be implemented and monitored for compliance.

OTHER POLICIES AND PROCEDURES:

The policies set forth below are Terms and Conditions defined in the City of Mount Dora's Services Agreement. The Supplier should be aware that City will have the same expectations of contracted workers as regular City employees when they are assigned to work at City owned locations. Violation of these policies, or others in the contract, may be grounds for termination.

- Authorized Access - A name badge is required to enter City buildings.
- Certification Service - The Supplier shall be required to ensure that its employees and subcontractors performing work at the Offices are properly certified and eligible to work in the United States.
- The City is committed to maintaining a safe and drug-free work environment. The Supplier shall be responsible for ensuring that its employees and work areas remain drug free through the performance of their duties at the Offices.
- Safety - Safety is a top priority at the City of Mount Dora. The City believes that "safety first" standards throughout the company is critical to minimizing risks and maximizing resources. The Supplier shall be responsible for knowing and complying with City's safety, security and emergency policies and procedures. Supplier employees and subcontractors shall also become familiar with and adhere to the City's safety policies while on City property.
- Environmental Compliance - The Supplier shall provide a list of all chemicals used in the performance of the contract to the Offices point of contact prior to use. All chemicals shall be used in compliance with all applicable Federal, State, and Local laws. The Supplier and its personnel shall demonstrate their understanding of these laws and must document compliance procedures. The Supplier shall be responsible for maintaining all Material Safety Data Sheets (MSDS) for all chemicals used in performance of this contract and have copies of such documents on the premises.
- Energy Conservation - The City actively seeks to minimize energy usage, both to meet facilities cost reduction targets and in keeping with its environmental objectives. The Supplier's processes and procedures shall assist the City in achieving these goals.
- Compliance with Laws - The Supplier must comply with all applicable laws, rules, and regulations of Federal, State, and local governments, including OSHA, equal opportunity laws, and environmental laws. Failure to comply with laws may result in the termination of the contract. The Supplier shall immediately correct any work, and replace any material, which does not comply with such laws, rules and regulations at its own expense.
- Subcontractors - Prior to subcontracting any of the Services, the Supplier shall notify the City of the proposed subcontract and shall obtain the City's approval in writing of such subcontract. Prior to amending, modifying or otherwise supplementing any subcontract relating to the Services, the Supplier shall notify the City of the proposed amendment, modification or supplement and shall obtain the City's approval in writing. If requested by the City, Supplier's Subcontractor will be required to submit to a security site visit prior to final written approval from the City.

- ** No subcontracting shall release the Supplier from its responsibility for its obligations under this Agreement. The Supplier shall be responsible for the work and activities of each of its Agents, including compliance with the terms of this Agreement. The Supplier shall be responsible for all payments to its subcontractors.
- ** The Supplier shall promptly pay for all services, materials, equipment and labor used by the Supplier in providing the Services and the Supplier shall keep the City's premises free of all liens.

QUESTIONS:

Clarification of any language in the RFP may be obtained by fax, email or US mail. Verbal discussion of items in the RFP with the City of Mount Dora personnel is not to be construed as changing any of the Request for Proposal requirements. Any additional information or addendums will be addressed via fax or e-mail. questions/concerns shall received by no later than 2:00 PM, local time, March 1, 2010, and be directed, in writing, to:

*City of Mount Dora Purchasing Division
Attn: Mr. John A. Bruce, CPPB
Purchasing Manager
1250 North Highland Street
Mount Dora, Florida 32757*

Fax: (352) 735-4789

E-mail: brucej@cityofmounddora.com

ATTACHMENT A

PROPOSAL EVALUATION FORM

In order to receive point credit for any criterion listed below, proposals must include evidence that the specific requirement can be met. This evidence may take the form of written documentation, video, tape or any other form required by the RFP. The quality and completeness of those submittals will be judged by the evaluation committee to determine the appropriate score to be awarded.

	MAXIMUM ASSIGNED POINTS	SCORE
Cover Letter	5	
Professional Qualifications/References: Firm/Staff	25	
Approach/Schedule/Work Plan/ Including Attachment I	45	
Cost of Services	25	
TOTAL SCORE:	100	

The City of Mount Dora and the participating entities of Lake County reserve the right to negotiate terms and conditions and pricing as allowed under Florida Statute.

ATTACHMENT B

SAMPLE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is entered into by and between **The City of Mount Dora, Florida**, whose address is 1250 North Highland Street, Mount Dora, Florida 32757, **The City of Eustis, Florida**, whose address is 10 N. Grove Street, Eustis, Florida 32727, **The City Leesburg, Florida** whose address is 501 W. Meadow St., Leesburg, Florida 34749 and **The City of Tavares, Florida** whose address is 201 East Main Street, Tavares, Florida 32778, herein referred to as the PARTICIPATING ENTITIES, and **Insert Company Name**, whose address is **Insert Company Address** (hereinafter referred to as the "CONTRACTOR"), on the date the City of Mount Dora AND THE PARTICIPATING ENTITIES sign below.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** The CONTRACTOR shall perform the following services: **SEE EXHIBIT "A,"** which is attached and incorporated by reference herein. Nothing herein shall limit the City of Mount Dora AND THE PARTICIPATING ENTITIES'S right to obtain proposals or services from other professionals for similar projects. The CONTRACTOR agrees to comply with all terms and conditions of RFP # 10-01-001 for **Administration Operation and Implementation for one or more Shared Services Onsite Employee Health Facility(s)**, such terms and conditions being incorporated by reference.
2. **Insurance.**
 - A. The CONTRACTOR shall maintain throughout this Agreement the following insurance:
 - (i) Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000);
 - (ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the CONTRACTOR, in an amount not less than five hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury and property damage with the City of Mount Dora AND THE PARTICIPATING ENTITIES as an additional named insured; and
 - (iii) Workers' Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statutes.
 - (iv) Professional Liability coverage in the amount of \$1,000,000.
 - B. The City of Mount Dora and the PARTICIPATING ENTITIES of Lake County, Florida, and its members, officers and employees shall be an additional insured on those insurance coverages/policies listed above with the exception of Workers' Compensation and Professional Liability.

- C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.
- D. The CONTRACTOR shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
- (i) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
 - (ii) With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
- E. Neither approval nor failure to disapprove the insurance furnished by the CONTRACTOR to the City of Mount Dora and the PARTICIPATING ENTITIES shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility to provide insurance as required under this Agreement.
- F. The CONTRACTOR shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the CONTRACTOR. The certificate of insurance shall contain the provision that the City of Mount Dora and the PARTICIPATING ENTITIES be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the CONTRACTOR shall be responsible for submitting new or renewed certificates of insurance to the City of Mount Dora and the PARTICIPATING ENTITIES at a minimum of fifteen (15) calendar days in advance of such expiration
- G. Unless otherwise notified, the certificate of insurance shall be delivered, within 10 days, to:

City of Mount Dora
Purchasing Division
1250 North Highland Street
Mount Dora, Florida 32757

- H. The name and address of the Certificate Holder on the certificate of insurance must be:

The City of Mount Dora
1250 North Highland Street
Mount Dora, Florida 32757

The City of Eustis
10 N. Grove Street
Eustis, Florida 32727

The City of Tavares
201 East Main Street
Tavares, Florida 32778

The City of Leesburg
501 West Meadows Street
Leesburg, Florida 34749

- I. In the event that the CONTRACTOR fails to maintain insurance as described in Section 2, paragraph "A" of this Agreement, CONTRACTOR agrees that such failure will constitute a material breach of this Agreement and the City of Mount Dora AND THE PARTICIPATING ENTITIES shall have the right to terminate this Agreement without further liability. Further, CONTRACTOR agrees that upon such breach, the City of Mount Dora AND THE PARTICIPATING ENTITIES may take any action necessary at law or in equity to preserve and protect the City of Mount Dora AND THE PARTICIPATING ENTITIES'S rights.

3. Indemnification. The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify the City of Mount Dora AND THE PARTICIPATING ENTITIES and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the City of Mount Dora AND THE PARTICIPATING ENTITIES or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the City of Mount Dora AND THE PARTICIPATING ENTITIES or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall provide such indemnity regardless of the negligence or other culpability of the City of Mount Dora AND THE PARTICIPATING ENTITIES, excluding only those circumstances where the City of Mount Dora AND THE PARTICIPATING ENTITIES is solely negligent.

4. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

5. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

6. Access to Records. CONTRACTOR will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. CONTRACTOR shall ensure that such records are available for examination by the City of Mount Dora AND THE PARTICIPATING ENTITIES during CONTRACTOR'S normal business hours. CONTRACTOR shall maintain such records for a period of three (3) years after the date of the invoice. The City of Mount Dora and the participating entities have the right to audit any and all records.

7. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the City of Mount Dora AND THE PARTICIPATING ENTITIES shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.

8. **Payment.** The City of Mount Dora AND THE PARTICIPATING ENTITIES shall compensate CONTRACTOR for their services in the following manner: **SEE EXHIBIT "B"**. No other costs or services shall be billed to the City of Mount Dora AND THE PARTICIPATING ENTITIES.

9. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the City of Mount Dora AND THE PARTICIPATING ENTITIES who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the City of Mount Dora AND THE PARTICIPATING ENTITIES use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

10. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venturer, or employee of the City of Mount Dora AND THE PARTICIPATING ENTITIES, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the City of Mount Dora AND THE PARTICIPATING ENTITIES to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the City of Mount Dora AND THE PARTICIPATING ENTITIES to the CONTRACTOR. Further, CONTRACTOR will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

11. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

12. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the City of Mount Dora AND THE PARTICIPATING ENTITIES in this RFP.

13. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

14. **Term and Termination.** The term of this Agreement shall be for an initial term of **three (3) years** from the date of execution. This Agreement may be renewed for two additional one year

periods, if mutually agreed to by the parties. **Any renewals shall be in writing and signed by both parties.** All or part of this Agreement may be terminated by the City of Mount Dora AND THE PARTICIPATING ENTITIES, with or without cause, for its convenience, upon no less than fifteen (15) days written notice to the CONTRACTOR of such intent to terminate. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

15. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Insert Contact for Agreement. The primary contact person under this Agreement for the City of Mount Dora AND THE PARTICIPATING ENTITIES shall be Mr. Ken Bloom, Human Resources Director, City of Mount Dora, 510 North Baker Street, Mount Dora, Florida 32757, (352) 735-7108, Ms. Lori Tucker, Human Resources Director, City of Tavares, 201 East Main Street, Tavares, Florida 32778, (352) 742-6417, Mr. Dan Herrin, Risk Manager, City of Leesburg, 501 W. Meadow Street, Leesburg, Florida 34749, (352) 728-9768 and Ms. Ann Isaacs, Human Resources Director, City of Eustis, 10 N. Grove Street, Eustis, Florida 32727, (352) 483-5472 respectively.

16. **Approval of Personnel.** The City of Mount Dora AND THE PARTICIPATING ENTITIES reserve the right to approve the contact person and the persons actually performing the CONTRACTOR services on behalf of CONTRACTOR pursuant to this Agreement. If the City of Mount Dora AND THE PARTICIPATING ENTITIES, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, the City of Mount Dora AND THE PARTICIPATING ENTITIES may require that the CONTRACTOR assign a different person or persons to be the contact person or to perform the CONTRACTOR services hereunder.

17. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the City of Mount Dora AND THE PARTICIPATING ENTITIES any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

18. **Bid Bond.** In the event of default by CONTRACTOR for failure to perform under this Agreement the CONTRACTOR shall obtain a Bid Bond equal to 5% of the total FEES FOR ALL ENTITIES AS SHOWN IN ATTACHMENT E. The Bid Bond is to be included as part of the proposal package.

19. **Attorneys Fees.** In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorney's fees, incurred by reason of such action and all costs of arbitration or suit and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.

20. **Modifications and Amendments.** This Agreement may be modified or amended only by a written document signed by authorized representatives of the CONTRACTOR and the City of Mount Dora AND THE PARTICIPATING ENTITIES.

21. **Subcontracts and Assignment.** CONTRACTOR shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the City of Mount Dora AND THE PARTICIPATING ENTITIES. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions.

22. **Entire Agreement.** This constitutes the entire agreement between the City of Mount Dora AND THE PARTICIPATING ENTITIES, and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.

23. **Severability Clause.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.

24. **Notices.**

- a.) All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

City of Mount Dora: Mr. Ken Bloom
510 N. Baker Street
Mount Dora, Florida 32757

City of Eustis: Ms. Ann Isaacs
10 N. Grove Street
Eustis, Florida 32727

City of Leesburg: Mr. Dan Herrin
501 W. Meadow Street
Leesburg, Florida 34749

City of Tavares: Ms. Lori Tucker
201 East Main Street
Tavares, Florida 32778

CONTRACTOR: Insert Company Name
Insert Street
Insert City, State Zip

- b.) All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- c.) The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter Delivery Company, the date the notice was picked up by the overnight delivery company.
- d.) Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

25. **Non-appropriation.** The CONTRACTOR understands and agrees that this Agreement is subject to the availability of funds to the City of Mount Dora and/or each individual participating entity to purchase the specified products/services. As used herein, a "non-appropriation" shall be

defined as an occurrence wherein the City of Mount Dora and/or each individual PARTICIPATING ENTITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Agreement, from the source of funding which the City of Mount Dora and/or each individual participating entity anticipates using to pay its obligations hereunder, and the City of Mount Dora and/or each individual participating has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Agreement. The City of Mount Dora and/or each individual participating entity may terminate this Agreement, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- A). A non-appropriation has occurred, and
- B). The City of Mount Dora and/or each individual PARTICIPATING ENTITY has provided the CONTRACTOR with written notice of termination not less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such non-appropriation, the City of Mount Dora and/or each individual PARTICIPATING ENTITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

26. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

Approved as to Form

Legal Council for Participating Entities

THE CITY OF MOUNT DORA, FLORIDA

By: _____
Mayor Signature
City of Mount Dora

Date: _____

Attest: _____
Authorized Witness Signature

CITY OF EUSTIS, FLORIDA

By: _____
Mayor Signature
City of Eustis

Date: _____

Attest: _____
Authorized Witness Signature

CITY OF LEESBURG, FLORIDA

By: _____
Mayor Signature
City of Leesburg

Date: _____

Attest: _____
Authorized Witness Signature

CITY OF TAVARES, FLORIDA

By: _____
Mayor Signature
City of Tavares

Date: _____

Attest: _____
Authorized Witness Signature

"CONTRACTOR"

Company: _____

By: _____
Authorized Company Signature

Printed Name

Title

Attest: _____
Authorized Witness Signature

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

I. Scope of Work:

II. Conditions of Contract and Work Specifications:

- A. Code of Conduct - The Contractor shall have an established program to review with its employees the following Code of Conduct prior to Contractor's employees coming onto the Owner's property. Owner reserves the right to take whatever action it deems appropriate when a violation of the Code of Conduct occurs. This includes, but is not limited to, barring/removing Contractor's employee(s) from the property and/or any legal recourse available. The Code of Conduct shall include but not be limited to the following:
1. Employees shall be required to dress appropriately. Shoes and shirts are required at all times. No apparel with inappropriate or offensive sayings or pictures shall be worn.
 2. Alcohol, Tobacco, & Drug Abuse Policy - It is the policy of the Owner that the possession, use, consumption, distribution, transfer, manufacture or sale of alcohol, tobacco, illegal drugs or prescription drugs without a valid prescription on Owner's property is strictly prohibited.
 3. Miscellaneous Conduct - Use of profane, abusive, or threatening language, or fighting or threatening bodily injury to any person is prohibited. Practical joking or horseplay has no place on Owner's property and is prohibited. The bringing of firearms or other weapons into the work place is strictly prohibited. Gambling in any form, including the selling of chances or lottery tickets is not allowed upon the property of the Owner.
 4. Theft, Destruction of Property - Contractor's employees shall not take items of Owner's property. Contractor's employees shall not damage or handle in a destructive manner any of Owner's property or equipment.
 5. Eating - eating is not allowed except in designated places.
 6. Cleanliness - Contractor's employees shall keep their places of work machinery, or other Owner's property used by them in a clean and orderly condition. Marking on walls, posts or machinery is prohibited. Sanitary facilities and break areas are cleaned daily, and Contractor's employees are expected to do their part in keeping such facilities clean.
 7. Telephone Calls - Telephones installed in Owner's facilities are for the use of the Owner in the transaction of its business. Unnecessary use of telephones for personnel matters is discouraged. No long distance calls are to be made unless properly authorized.
 8. Notices - No notice, bulletin, or other material shall be posted in Owner's facilities or upon Owner's property except by Owner's prior written permission.

Contractor's employees shall not remove or deface any notice or bulletin or other information posted by the Owner.

9. Sexual Harassment – It is the policy of the Owner to maintain a working environment free of all forms of sexual harassment. Sexual harassment includes, but is not limited to:
 - a) Unwelcome, deliberate, repeated, or unsolicited comments, gestures, or physical action of a sexual nature (for example, sexually derogatory statements, unnecessary touching, patting or pinching, etc.);
 - b) Demanding or subtle pressure for sexual favors or sexual activity;
 - c) Preferential treatment, taking or refusing to take personnel action, or the exercise of power in exchange for sexual favors; or
 - d) Actions or behaviors that have the purpose or effect of unreasonable, interfering with work performance, or creating an environment which is hostile, intimidating, or offensive (for example, sexual jokes, inappropriate calendars or pin-ups, etc.). Contractor has the responsibility to immediately inform Owner of any allegations of sexual harassment.
10. Engaging in any other practices as may be inconsistent with the ordinary, reasonable, common sense rules of conduct necessary to the welfare of the Owner and any employee of the Owner is prohibited.

- B. Warranty: The Contractor warrants to the Owner that all Work will be of good quality, free from faults and defects, and in conformance with this Agreement. All Work not conforming to these requirements may be considered defective. Any Work not in conformance with this Warranty will be remedied so as to conform to this Warranty at the Contractor's sole cost and expense.
- C. Non-Waiver: Failure of either party to enforce any of the provisions hereof shall not be construed as a general waiver or relinquishment of this or any other provision.
- D. Rights and Remedies: The rights and remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity.
- E. Separate Contracts: The Owner has the right to let other contracts in connection with the Work or to perform similar work itself and the Contractor shall fully cooperate with such other contractors or the Owner.

EXHIBIT "B"
COMPENSATION

- I. The City of Mount Dora AND THE PARTICIPATING ENTITIES shall compensate CONTRACTOR for services rendered pursuant to the Rate Schedule below, provided that such services have either been specifically requested, in writing, by the City of Mount Dora AND THE PARTICIPATING ENTITIES or specifically authorized, in writing, by the City of Mount Dora AND THE PARTICIPATING ENTITIES.
- II. CONTRACTOR shall ensure that all work performed, materials provided, and costs incurred by CONTRACTOR pursuant to this Agreement are billed to the City of Mount Dora AND THE PARTICIPATING ENTITIES in accordance with the Rate Schedule below.
- III. CONTRACTOR understands and agrees that the City of Mount Dora AND THE PARTICIPATING ENTITIES shall bear no responsibility for compensation to, or reimbursement of, CONTRACTOR for any services rendered, costs incurred, or materials provided by CONTRACTOR pursuant to this Agreement which are either not specifically requested or authorized by the City of Mount Dora AND THE PARTICIPATING ENTITIES, in writing, or which are not specifically set forth in the Rate Schedule below.
- IV. *RATE SCHEDULE:* Insert Rate Schedule
- V. **INVOICES.** Invoices shall be submitted on a monthly basis, or when a specific project is completed, and shall include the following detail for each separate task performed, where applicable:
Purchase order number;
A. Name and address of vendor;
B. Unique invoice number;
C. Date and location of service/delivery;
D. Itemized unit quantities and unit prices;
E. Line item total or extended price, minimum contract discount; and
F. All pricing must be in accordance with rates set forth in the RATE SCHEDULE section of this Agreement.

Block or bundled billing entries, in which two or more tasks are blocked or bundled together into a single billing entry, are prohibited unless a lump sum award is approved.

ATTACHMENT C
VENDOR DATA SHEET
PROPOSING COMPANY INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

TOLL FREE NUMBER: _____

COMPANY WEBSITE: _____

FEDERAL ID NUMBER: _____

CONTACT PERSON FOR PROPOSAL QUESTIONS

NAME: _____

TITLE: _____

TELEPHONE: _____ TOLL FREE PHONE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

E-MAIL: _____

ATTACHMENT D
REFERENCE DATA SHEET

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the service(s) provided for three (3) or more businesses, preferably five (5), with requirements similar to those included in this solicitation document.

1. Company Name: _____

Dates of Service: _____

Address: _____

Telephone: _____ Contact Person: _____

Product(s) and/or Service(s) Provided:

Contract Award Date: _____

Final Implementation Date: _____

2. Company Name: _____

Dates of Service: _____

Address: _____

Telephone: _____ Contact Person: _____

Product(s) and/or Service(s) Provided:

Contract Award Date: _____

Final Implementation Date: _____

3. Company Name: _____

Dates of Service: _____

Address: _____

Telephone: _____ Contact Person: _____

Product(s) and/or Service(s) Provided:

Contract Award Date: _____

Final Implementation Date: _____

4. Company Name: _____

Dates of Service: _____

Address: _____

Telephone: _____ Contact Person: _____

Product(s) and/or Service(s) Provided:

Contract Award Date: _____

Final Implementation Date: _____

5. Company Name: _____

Dates of Service: _____

Address: _____

Telephone: _____ Contact Person: _____

Product(s) and/or Service(s) Provided:

Contract Award Date: _____

Final Implementation Date: _____

**ATTACHMENT E
(Include in Submittal D)
COST OF SERVICES/FEES**

Indicate below the estimated maximum fees that could be charged based on the requirements of this RFP. Fees would be renegotiated once it is known how many entities will participate.

A. Analysis, reports and meetings and recommendation per remaining participating entity and combined as required within the RFP Scope of Work.

Indicate the Per Entity Breakdown	Fee	Estimated # of Hours
City of Mount Dora		
City of Eustis		
City of Leesburg		
City of Tavares		
TOTAL FEE FOR ALL ABOVE ENTITIES		

Describe how per entity fees were developed.

Initial negotiation would take place after the committee chooses a vendor. This process would entail solidifying the overall scope. At completion of this negotiation each entity would seek approval of the award from their governing bodies. As stated previously it is possible that not all four entities will approve continued participation. After consideration by the governing bodies, a final contract would be developed, (rates would be discussed and finalized at this stage), and approval required again from the governing boards of the remaining participating entities).

1. Projected Start Up and Implementation Costs (If more than one facility is being recommended provide pricing and the proposed location for each facility based on results of the demographic analysis and then summarize the total costs on one sheet.) Item 1 of this section should not be included within the PEPM below. This is one time start up only. Base the preliminary fee estimates on the information provided within this RFP.

EXPENSE	MEDICAL CENTER	PHARMACY	TOTAL
PAYROLL & BENEFITS			
*BUILD OUT, FURNISHINGS, EQUIPMENT & SUPPLIES			
* RECOMMENDED SQ FT.			
*RENOVATION			
*NEW CONSTRUCTION			
INFORMATION SYSTEMS, HARDWARE & SOFTWARE			
STAFF RECRUITMENT			
MISCELLANEOUS (EMPLOYEE ORIENTATION & TRAINING, IMPLEMENTATION, TRAVEL, ETC.)			
PHARMACY INVENTORY			
ADDITIONAL, IF NOT LISTED ABOVE			
TOTAL MANAGEMENT FEE - IMPLEMENTATION START-UP			
TOTAL START-UP AND IMPLEMENTATION			

B. Implementation/Operation/Monitoring in accordance with the Requirements of the RFP Scope of Work.

Project below the number of facility(s) that would be recommended based on the information provided in this RFP. It is desired that a Per Employee per Month fee be charged based on actual usage estimates. This would take into account the estimated total covered population that could utilize the facility(s). We have provided the total covered population for each entity for you. Also include your firm's estimated utilization factor for each recommended facility for each of the five years of the proposed agreement. Also complete the additional information requested about the facility(s) being proposed.

PROPOSED NUMBER OF FACILITIES: _____

FACILITY #1 LOCATION: _____

	CITY OF EUSTIS	CITY OF LEESBURG	CITY OF MOUNT DORA	CITY OF TAVARES
YR #1 PEPM FEE THIS LOCATION				
TOTAL EMPLOYEES				
ESTIMATED UTILIZATION FACTOR FOR THIS LOCATION				
NET PROPOSED FEE YEAR #1				
YR #2 PEPM FEE THIS LOCATION				
TOTAL EMPLOYEES				
ESTIMATED UTILIZATION FACTOR FOR THIS LOCATION				
NET PROPOSED FEE YEAR #2				

YR #3 PEPM FEE THIS LOCATION				
TOTAL EMPLOYEES				
ESTIMATED UTILIZATION FACTOR FOR THIS LOCATION				
NET PROPOSED FEE YEAR #3				
YR #4 PEPM FEE THIS LOCATION				
TOTAL EMPLOYEES				
ESTIMATED UTILIZATION FACTOR FOR THIS LOCATION				
NET PROPOSED FEE YEAR #4				
YR #5 PEPM FEE THIS LOCATION				
TOTAL EMPLOYEES				
ESTIMATED UTILIZATION FACTOR FOR THIS LOCATION				
NET PROPOSED FEE YEAR #5				

If more than 1 facility is recommended please complete the above form for each facility and then attach a summary.

ATTACHMENT F
SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted

to City of Mount Dora, City of Eustis, City of Leesburg and the City of Tavares

by Insert individual's name and title

for Insert name of entity submitting sworn statement

Whose business address is: _____

(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 on the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime or;
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this _____ day of _____, 2010.

(NOTARY PUBLIC)

My Commission Expires: _____

**ATTACHMENT G
NON-COLLUSION AFFIDAVIT**

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He/she is the Owner, Partner, Officer, Representative, or Agent

of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agent's representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

BY: _____

Printed Name

Title

**ATTACHMENT H
INFORMATIONAL ITEMS
(Include in Submittal D)**

1. Complete the following estimating operational costs that could affect the PEPM fees proposed above. (If more than one facility is being recommended provide pricing and the proposed location for each facility based on results of the information provided within this RFP and then summarize the total costs on one sheet.)

Facility # 1 Location: _____

	Year 1	Year 2	Year 3	Year 4	Year 5
Ongoing Expense: MEDICAL FACILITY					
Payroll & Benefits					
Equipment Maintenance					
IT - Health & Wellness System, (Integration with Corporate Systems, Forms Processing, Administration, Pharmacy Dispensing, Pharmacy Automation, Maintenance					
Misc: Hazardous Waste Removal; Laundry, X-Ray Readings					
Pharmacy: Pharmaceuticals					
Staff: CME(Continuing Medical Education) Training, CME Travel, Dues & Licenses, Malpractice insurance, Recruiting, uniforms					
Supplies: Immunizations, Lab Tests and Fees					
*Other					

Total									

*Other includes Third party billing, transcription, postage, gas/electric, phone, water/sewage, fuel/mileage, all other utilities, Taxes, non income, advertising and printing, janitorial services, security, cell phones, data lines, computers and any other possible operational expenses.

2. Based on the information provided in this RFP please complete the table below using your analysis of the data to estimate and compare the present number and type of services being provided by community based physician services in the first column for each year, and your estimate of the yearly replacement progression by the facility(s) proposed. If there are other services not included please add them to this list. (If more than one facility is being recommended provide data and the proposed location for each facility based on the information provided within this RFP and then summarize the totals on one sheet.) This should be a combined analysis from all of the entity data provided.

TYPE OF SERVICE	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
	COMM BASED	ONSITE FACILITY								
PRIMARY CARE										
OFFICE VISITS										
PREVENTATIVE HEALTH EXAMS										
ALLERGY RELATED										
IMMUNIZATION VACCINES										
CHIROPRACTIC										
PHYSICAL THERAPY										

FACILITY #1

LOCATION: _____

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
MEDICAL DOCTOR					
NURSE PRACTITIONER					
PHYSICIAN'S ASSISTANT					
RN					
LPN					
PHYSICAL THERAPIST					
X-RAY TECHNICIAN					
LAB TECHNICIAN					
PHARMACIST					
PHARMACY TECHNICIAN					
OFFICE MANAGER					

CLERICAL SUPPORT						
TOTAL						

4. Provide below the proposed salary and benefit costs for each of the proposed positions listed. (If more than one facility is being recommended provide data and the proposed location for each facility based on the information provided within this RFP and then summarize the total costs on one sheet.)

FACILITY #1 _____ LOCATION: _____

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
MEDICAL DOCTOR					
NURSE PRACTITIONER					
PHYSICIAN'S ASSISTANT					
RN					
LPN					
PHYSICAL THERAPIST					

X-RAY TECHNICIAN									
LAB TECHNICIAN									
PHARMACIST									
PHARMACY TECHNICIAN									
OFFICE MANAGER									
CLERICAL SUPPORT									
TOTAL									

5. Use the table below to indicate by location, if more than one facility is being recommended, the intended number of hours for clinic operation. Please keep in mind the limited flexibility of teacher's schedules. Add additional sheets for additional locations then summarize total hours.

Facility #1 _____ Location: _____

SCHEDULE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
OPEN							
CLOSE							
TOTAL HOURS							

6. Using industry standards for community based service providers and based on your experience with previous clients utilizing onsite health facility(s), please indicate possible lost time savings below, (in hours) for each category of service proposed by your firm. Use proposed utilization factors from previously provided information. (If more than one facility is being recommended provide hours and costs and the proposed location for each facility based on the information provided within this RFP and then summarize the total costs on one sheet.)

Facility #1 _____ Location: _____

TYPE OF SERVICE	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
	A	B	A	B	A	B	A	B	A	B
	COMM BASED	ONSITE FACILITY								
PRIMARY CARE										
OFFICE VISITS										
PREVENTATIVE HEALTH EXAMS										

Case Management		
Utilization Management		
Coordination of Care with outpatient and inpatient Providers		
Physical Therapy		
Health Risk Appraisals		
Wellness Coaching		
Disease Management		
Data Management		
24 Hour Nurse Line		
Occupational Health Services		
Treatment of Work Related injury/illness		
Direction of injured workers to preferred medical providers		
Ergonomic Assessments		
Surveillance Testing		

D.O.T. Testing		
Workers' Comp Case Management		
Return To Work Management		
Physical Therapy		
Safety and Injury Prevention		
Pre-placement and Fitness for Duty exams		
OSHA Regulatory compliance testing		
Pharmacy Services		
Disease Education and Management		
Compliance Programs		
Generic maximization Program		
Mail Service delivery of prescriptions		
Coordination of Care with Health Plans		
Ability to create and customize programs		

Other if not included above:

11. Indicate if staff at the Health Facility(s) proposed are direct hires, sub-contracted or leased employees.

** ALL FEES ARE SUBJECT TO NEGOTIATION TO FINALIZE A CONTRACTUAL AGREEMENT.

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