



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 7, 2019

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Father Chris Hoffman of Our Lady of Hope Catholic Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. April 16, 2019 - Regular City Council Meeting
 - b. April 23, 2019 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Approval of Task Authorization No 13 with Kimley-Horn & Associates, Inc. for engineering services relating to the Port Orange Water Reclamation Facility (WRF) Administration Building Expansion.
 - b. Approval of Task Authorization No 22 with Mead and Hunt, Inc. for Construction Administration and Engineer of Record services relating to the South Commonwealth Water Main Improvements.
8. Wrecker Service
 - a. Resolution No. 19-15 - Tow Rates for Wrecker Service Agreement
 - b. Approval of Wrecker Service Agreement 2019 with Fryer's Towing
9. Resolution No. 19-16 - Approval of Grant Agreement for \$400,000 from Volusia County for ECHO Award 19-11 REC Center Phase I

10. Resolution No. 19-17 - 2017 Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$10,000 from Florida Department of Law Enforcement for Cell Phone and Computer Forensics Software
11. Resolution No. 19-19 - Approving the Local Agency Program (LAP) Agreement for the construction of N Spruce Creek Sidewalks
12. Resolution No. 19-20 - Partial Easement Vacation - Lot 86 -- Foxboro Phase II (618 Ipswich Lane)
13. Major Special Event Request – Remarkable River Race 5K/10K race at Aunt Catfish Restaurant located at 4009 Halifax Drive, La Cantina Cocina located at 4085 Ridgewood Avenue and 4108 Halifax Drive
14. Approval of Administrative Code Change for Finance
15. Approval to Submit Grant Application for the 2018 Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) Program

C. CITIZEN PARTICIPATION (Agenda)

16. Tree Planting and Protection Suggestions - Derek LaMontagne & Sweetwater Coalition Group

D. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

E. COUNCIL COMMENTS

17. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

18. Presentation on Single-Use Plastic Straws
19. ERP Project Update
20. Fire Pension Plan Actuarial Report - Foster & Foster

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

21. Golf Advisory Board Report
22. Environmental Advisory Board Report
23. Parks & Recreation Advisory Board Report

H. REGULAR AGENDA

24. Resolution No. 19-18 - Interlocal Agreement for Distribution of Local Option Fuel Tax
25. Ratification of Repairs, Cleanup and Settlement Agreement - Lang Residence, Water-main Break Event

I. ADDITIONAL ITEMS

26. City Attorney

27. City Manager

J. COUNCIL COMMITTEE REPORTS

28. City Council Committee Reports

a. Port Orange/South Daytona Chamber of Commerce

b. ArtHaus

K. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
APRIL 16, 2019

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

OPENING

Invocation by pastor Sheila Turner of A Touch of HIS Hem Ministries

Pledge of Allegiance

Roll Call	Present:	Interim Council Member Jack Wiles Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
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Also Present: Assistant City Manager Alan Rosen
City Attorney Margaret Roberts
City Clerk Robin Fenwick

CITY RECOGNITION

4. Mary Wittmeyer - 35 Year Pin

Police Chief Thomas Grimaldi presented Mary Wittmeyer with a service pin for 35 years of service with the VIPS program. He and Council thanked her for her service.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

Savannah Weaver, citizen, expressed concerns regarding the fee reduction request from Andy Clark (Item #10).

Robert Reinhausen, citizen, does not agree with the reduction of fees for developers. He suggested making the fee schedule more flexible to avoid waiver and reduction requests.

Paul Rozar, citizen, does not believe there should be any waivers for a developer.

6. Agenda Approval

There were no changes requested.

Motion to approve the agenda as presented was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

7. Approval of Minutes
 - a. April 2, 2019 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of the award of ITB #19-06 to G&G Outdoors for Hunt Club Lease, subject to approval and execution of the Lease
9. Resolution No. 19-13 - amending Resolution 18-18 to approve a Conservation Easement for additional wellfield lands for Gopher Tortoise Mitigation, including the conservation and management plan dated September 10, 2018
10. Approval of Fee Reduction Request from Andy Clark, Westport Storage LTD., relating to the 5th Amendment to the Westport Storage and Office Park PCD Master Development Agreement
11. Approval of the Proposed Maplewood Mobile Estates Subdivision License Agreement (1000 Chamberlin Blvd.)
12. Approval of Miscellaneous Accounts Receivable Write-off

Motion to approve the Consent Agenda as presented was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Andrew Burns, citizen, expressed his displeasure with the noise level from vehicles without proper mufflers. He asked Council for an ordinance regarding the noise.

Garrett Taynai, citizen, asked Council to save the tree in Raintree Subdivision.

Dave Vanthoff, citizen, would like the tree in Raintree Subdivision to be saved.

Oby Walker, citizen, discussed his concerns regarding flooding issues due to the construction at Masci Construction on Ridgewood Ave. He asked Masci be required to build an 8' wall to keep the noise out of the neighborhood.

Ms. Weaver asked Council to improve the notifications on their agenda, specifically relating to consent agenda process and ADA.

13. Comments/Concerns from Council Members

Councilman Drew Bastian thanked Staff for the weekend's events.

Vice Mayor Chase Tramont thanked Fire Chief Ken Fustin and Staff for the ambulance that was put into rotation this week.

Councilman Jack Wiles thanked Council for the opportunity to serve as an interim councilmember. He suggested Council consider combining the plan administrator duties for the pension plans. He suggested Council discuss the fee structure to avoid the fee waiver requests. Mayor Donald Burnette agreed and would like to have a workshop to discuss the fees.

Mayor Donald Burnette would like more information on enforcing noise complaints whether cars or businesses. He asked the Assistant City Manager to provide an update regarding the tree at Raintree Subdivision.

Lynn Stevens, Public Utilities/Work Director, advised the tree at Raintree Subdivision will remain and will be root pruned with repairs to the road.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

14. General Employees' Retirement Plan - David Leonard

David Leonard, Actuary with Foster & Foster, presented details of the 2018 performance of the General Employees' Retirement Plan and answered questions from Council. The Plan is 89.03% funded.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

15. Citizen Advisory Committee for TPO

Bobby Ball, member, provided details from the CAC for the TPO meeting recently held.

16. Environmental Advisory Board Appointments (X2)

Mayor Donald Burnette advised that Joe Fazzie withdrew his name due to scheduling conflicts. He asked each of the applicants to introduce themselves.

Michael Anderson introduced himself and explained why he'd like to serve.

Jonathan Foley introduced himself and discussed his qualifications and desire to serve.

Michael Arminio and Christina Berry were not present.

Motion to nominate Jonathan Foley to the Environmental Advisory Board was made by Council Member Drew Bastian. Motion carried 4-1 by roll call vote with Mayor Burnette voting no.

Motion to nominate Michael Anderson to the Environmental Advisory Board was made by Interim Council Member Jack Wiles. Motion carried unanimously by roll call vote.

PUBLIC HEARING

17. Second Reading - Ordinance No. 2019-6 - Amending Chapter 54 for relating to the General Employee Retirement Systems participation and 401(a) Plan contributions

Mayor Burnette read Ordinance No. 2019-6.

ORDINANCE NO. 2019-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54, ARTICLE VI, RELATING TO THE 2003 GENERAL EMPLOYEES' RETIREMENT SYSTEM; AMENDING THE CODE SECTIONS 54-147 AND 54-162; PROVIDING FOR PENSION PARTICIPATION AND CONTRIBUTIONS PURSUANT TO PLAN DOCUMENTS FOR EACH 401(a) AND 457 PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-6 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

18. Second Reading - Ordinance No. 2019-14 - First Amendment to the Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP), Case No. 19-40000001

Mayor Burnette read Ordinance No. 2019-14.

ORDINANCE NO. 2019-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY +/- 1.53 ACRES GENERALLY LOCATED AT 4085 RIDGEWOOD AVENUE AND 4108 HALIFAX DRIVE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-14
was made by Vice Mayor Chase Tramont
and Seconded by Councilman Drew
Bastian.

Mr. Reinhausen doesn't understand the status of the event lawn and restaurant as the exhibit B reads differently than the document. He is also concerned with the set back of 5' and the floating dock spaces. He strongly recommends Council not approve the waiver of all future fees.

Motion carried unanimously by roll call
vote.

19. Second Reading - Ordinance No. 2019-15 - LDC Amendment/Chapter 9,
Article, II (Case No. 19-25000001)

Mayor Burnette read Ordinance No. 2019-15.

ORDINANCE NO. 2019-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 9, RELATING TO UPDATING REQUIREMENTS FOR TREE SURVEY AND TREE MITIGATION PAYMENT REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-15
was made by Vice Mayor Chase Tramont
and Seconded by Councilman Drew
Bastian.

Regular City Council Meeting

April 16, 2019

Page 6 of 7

Penelope Cruz, Planning Manager, provided a recap of the amendments being brought forward. This is part 2 of the amendments as requested by the Environmental Advisory Board and Council.

Vice Mayor Chase Tramont struggles because it's going to put a burden on businesses and not meet the intent of the Environmental Advisory Board.

Councilman Jack Wiles believes the current process is working as we are Tree City USA for 30+ years running. He doesn't believe the ordinance will work as intended to save trees.

Mr. Rozar spoke regarding the effect of the trees on the environment. He agrees with this ordinance.

Motion carried 3-2 by roll call vote with
Vice Mayor Chase Tramont and
Councilman Jack Wiles voting no.

20. Second Reading - Ordinance No. 2019-16 – Fifth Amendment to the
Westport Storage and Office Park PCD Master Development Agreement
(Case No. 19-40000002)

Mayor Burnette read Ordinance No. 2019-16.

ORDINANCE NO. 2019-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIFTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR WESTPORT STORAGE AND OFFICE PARK PLANNED COMMERCIAL DEVELOPMENT (PCD) AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY +/-12.432 ACRES GENERALLY LOCATED AT 1415 – 5889, 5895, AND 5898 WILLIAMSON BOULEVARD; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-16
was made by Vice Mayor Chase Tramont
and Seconded by Councilman Drew
Bastian. Motion carried unanimously by
roll call vote.

Council recessed at 8:06 p.m. and reconvened at 8:16 p.m.

21. FY2018 Audit (CAFR)

Zach Chalifour, James Moore & Company provided details from the City's audit for the year ended September 30, 2018 and answered questions from Council. There was one significant deficiency found relating to year end close out. A journal entry was done to correct the issue. All prior comments were corrected this year. Council thanked Staff and James Moore & Company for the work on the audit.

ADDITIONAL ITEMS

22. City Attorney - There was nothing additional.

23. City Manager

Alan Rosen, Assistant City Manager, reminded Council of the Shade Meeting scheduled for 5:00 p.m. on April 23, 2019 followed by the Council's Workshop.

COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

- a. Arthaus – No one serving until a new Council Member is elected.
- b. First Step - Vice Mayor Chase Tramont asked that the funding item for First Step be discussion and decided by Council on the May 7th agenda.
- c. Port Orange/South Daytona Chamber of Commerce - Mayor Donald Burnette provided details on upcoming events.
- d. Roundtable of Elected Officials - Mayor Donald Burnette provided details of the recent meeting.

ADJOURNMENT – 8:41 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
DOROTHY L. HUKILL CITY CENTER ANNEX
1395 DUNLAWTON AVENUE
PORT ORANGE, FLORIDA
APRIL 23, 2019

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Interim Council Member Jack Wiles Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
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Also Present:	City Manager Jake Johansson City Attorney Margaret Roberts City Clerk Robin Fenwick
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Jake Johansson, City Manager, asked Council to move Item #7 to the beginning of the agenda so the consultants can be excused.

DISCUSSION ITEMS

4. Discussion on Solicitor's Permit Ordinance and Process

Mr. Johansson provided background details of a recent solicitor and asked Council to discuss the process they would like to implement in the future.

Councilman Stiltner discussed his concerns regarding the process. He does not agree with out of state solicitors. He wants a better enforcement process. Matt Jones, Deputy City Attorney, explained an out-right ban would not be legal.

Consensus was to raise the fee and mirror the Business Tax Receipt process, as well as the enforcement process.

5. Half cent sales tax

Mr. Johansson provided details on the funding options for the projects the City needs to complete to help handle the flooding and traffic issues. \$197 million is needed for the projects.

6. Quarterly Financial Report

Scott Neils, Finance Director, provided the financial report for the previous quarter.

7. I-95 Gateway Signage

Margaret Tomlinson, Planning and Construction Manager, provided background information regarding the project. Steve Burns, Zev Cohen & Associates, discussed the plan for the signage. He asked Council for consensus on the style. Council would like to see option #3 with the full logo and option #3 with a tree, with color added. Mr. Burns asked Council to discuss lighting options. Consensus on the lighting includes orange back lights with dark letters with font like the "Iowa City" example.

Mr. Johansson advised Council the regular meeting scheduled for May 21, 2019 has been moved to May 22, 2019 at 6:30 p.m. to accommodate graduation activities. Council had no objections.

ADJOURNMENT – 8:24 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: Yes

SUBJECT: (B7a) Approval of Task Authorization No 13 with Kimley-Horn & Associates, Inc. for engineering services relating to the Port Orange Water Reclamation Facility (WRF) Administration Building Expansion.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve Task Authorization No 13 for engineering and design services for the Water Reclamation Facility (WRF) Administration Building Expansion with Kimley-Horn & Associates, Inc. in the amount of \$32,361; authorize the Mayor and City Clerk to execute all required documents.

SUMMARY:

The operations building at the Water Reclamation Facility was built in 1980 and has insufficient space to accommodate emergency response and maintenance staff. Staff has worked with the engineers to evaluate all options.

This task authorization will include design of additional office spaces and women's restroom with lockers to the existing WRF administration building. The plans will include mechanical (HVAC design) plumbing, interior finishes, and electrical engineering.

Task Authorization No 13 will have a not to exceed amount of \$32,361 and will be in effect on the last date signed by both parties with a final completed date 180 days from date of Notice to Proceed. This project was authorized in the FY19 Capital Improvement Plan, Project #SSP015.

Project No.: SSP015 Funding Account No.: 403 0400 535 6397

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Kimley Horn TA No 13 Eng and Design Water Reclamation Bldg Expansion	Kimley Horn TA No 13 Eng and Design Water Reclamation Bldg Expansion.pdf
2.	Justification Memo Kimley Horn TA 13 Water Reclamation Facility Expansion	Justification Memo Kimley Horn TA 13 Water Reclamation Facility Expansion.docx

Julia Wiggins	Created/Initiated - 4/8/2019
Kynah Cockcroft	Approved - 4/8/2019
Julia Wiggins	Approved - 4/8/2019
Richard Colby	Approved - 4/8/2019
Junos Reed	Approved - 4/8/2019
Lynn Stevens	Approved - 4/8/2019
Scott Neils	Approved - 4/8/2019
Margaret Roberts	Approved - 4/25/2019
Jake Johansson	Approved - 4/26/2019
Robin Fenwick	Final Approval - 4/26/2019

TASK AUTHORIZATION NO. 13
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation registered to transact business in Florida, whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this Task Authorization No 13 and can be reached at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Port Orange Water Reclamation Facility (WRF) Administration Building Expansion; as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No 13 Exhibit "A."
4. Engineer shall complete the services to be provided herein within 180 days from issuance of a written Notice to Proceed.
5. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Task Authorization No 13, Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **Thirty-Two Thousand Three Hundred Sixty-one Dollars and no cents (\$32,361.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____

By: _____
Printed Name: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 4621]

Task Authorization No. 13

Exhibit “A”

Kimley-Horn and Associates, Inc.

Port Orange Water Reclamation Facility

Administration Building Expansion



PORT ORANGE WRF ADMINISTRATOION BUILDING EXPANSION

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 17, 2015, which is incorporated herein by reference.

General Category of Services:

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Wastewater Reclamation Facility (WRF). City staff requested Kimley-Horn to provide a WRF administration building expansion engineering design proposal. The project will consist of architectural and site civil design of an addition and renovation to the existing WRF administration building consisting of a large conference room, (2) offices, and women restrooms with lockers based on approved preliminary plans dated 01-31-19. The existing building renovation will be limited to the support the expansion project only as it relates to the addition. The scope of work may include new roofing material over the existing structure but does not include structural support or modifications.

The following is our understanding of the specific scope of work that has been requested by City staff.

Specific Scope of Basic Services:

Task 1 – Architectural Services

- A. Kimley-Horn will contract directly with an architectural sub-consultant ("Architect") to prepare construction plans and specifications for the building expansion. This architectural design shall be a continuation of the approved preliminary design development drawings dated 01-31-19 and will depict the design intent via plans and specifications for construction of the project. The architectural plans will include mechanical (heating and air conditioning design), plumbing, interior finishes, and electrical engineering. The plans and specifications shall be the basis of construction for the general contractor and to secure the building department permit for construction.

Task 2 – Site Civil Services

- A. Kimley-Horn will contract directly with survey and geotechnical sub consultants to prepare topographic survey, utility locates (as identified by the City), and perform standard penetration testing (SPT) of the proposed building expansion.
- B. Kimley-Horn will prepare 60%, 90%, and final site civil and architectural plans and specifications for the City's review and comment. The site civil design will be limited to only the site grading, drainage, sidewalk modifications, and minor pavement modifications necessary to accommodate the administration building expansion.
- C. Kimley-Horn will verify the environmental resource permitting with the St. John's River Water Management District (SJRWMD) is not required. Should a SJRWMD permitting be required, Kimley-Horn will prepare a contract amendment to provide the necessary services.
- D. Kimley-Horn will respond to requests for additional information during the bid process and attend one pre-bid meeting conducted by City procurement staff. Kimley-Horn will review bid responses and assist the City with bid tabulations and Contractor reference checks.
- E. Construction administration services are not included in this scope of work.

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate agreement or can be performed on an hourly basis upon written authorization.

Kimley»Horn

Schedule:

Kimley-Horn will begin services within 7 days upon receipt of an executed agreement. Kimley-Horn will deliver the 60% plans within 90 days of the Notice to Proceed, 90% plans within 45 days of receiving 60% comments from the City, and final plans within 30 days of receiving 90% comments from the City.

Method of Compensation:

The Engineer will complete the above scope of services for a lump sum fee of \$32,361.00 inclusive of expenses.

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

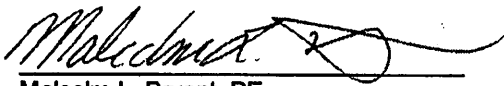
Attachments: Table A: Cost Estimate for Services

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Malcolm L. Bryant, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: February 23, 2019

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: WRF Administration Building Expansion	SHEET 1 OF 1
CLIENT: City of Port Orange	FILE NO.
KHA PM: Lewis Bryant City of Port Orange Approved Rates	DATE: 02/23/19

		DIRECT LABOR (MAN-HOURS)						Subconsultant Fees	Kimley-Horn Labor Total
		Principal	Senior Professional	Professional	Technical	Clerical	MAN HOURS		
NO.	DESCRIPTION	\$245.00	\$197.00	\$135.00	\$113.00	\$65.00			
1.0	Architectural Services	1.0	2.0	4.0	10.0	8.0	25.0	\$14,375.00	\$2,829.00
2.0	Site Civil Services	1.0	6.0	18.0	50.0	10.0	85.0	\$5,000.00	\$10,157.00
SUB TOTALS		2.0	8.0	22.0	60.0	18.0	110.0	\$19,375.00	\$12,986.00
GRAND TOTAL									\$32,361.00



February 21, 2019

Lewis.bryant@kimley-horn.com

M. Lewis Bryant, P.E.
Kimley-Horn and Associates Inc.
1823 East Fort King Street, Suite 200
Ocala, Florida 34471

Re: KHA Port Orange STP expansion and renovations

Please accept this Proposal on behalf of Architecture Studio Inc. defining our commitment to provide Architectural services.

PROJECT DESCRIPTION

The project will consist of an addition and renovation to the existing building to include a large conference room, (2) offices and women restrooms with lockers and will be based on approved preliminary plans dated 01-31-19. The existing buildings renovation will be limited to the support the expansion project only as it relates to the addition. Our work may include new roofing material over existing structure but does not include structural support or modifications and will include a total of (2) site visit.

During our site visit I observed the existing restrooms did not appear to meet the requirements of ADA (American with disabilities act), this is not part of our requested scope of work but can be added.

ARCHITECTURE SCOPE OF WORK

As Built of the existing building

Construction Documents

This work shall be a continuation of the approved preliminary and the design development drawings and will generally describe and depict the design intent via plans and specifications for the construction of the project. These plans and specifications shall be the basis of construction for the general contractor and to secure the building department permit for construction. The Owner will have ample opportunities to suggest changes and or modifications to the plans that will be incorporated into the drawings and shall be provided for the project. Mechanical (heating and air conditioning design), plumbing and electrical engineering is included. This phase of work will be used to secure bids from general contractors and to secure a building department permit for construction.

Bidding Services

This phase includes supporting the project with clarification of our plans during this phase of work, bidding will be performed by others.

Construction administration

This phase will consist of responding to local permitting official's comments, to Contractor's Request for Information (RFI) and reviewing (5) shop drawings of the major sub-contractors in a submittal process prior to construction.

Material finish selections

We shall select the finishes for the project to include flooring, bathroom fixtures, ceramic tiles, ceiling tiles and color palette for the project.

OWNERS BUDGET FOR CONSTRUCTION OF THE PROJECT

The budget at this time is not known.

ARCHITECTURAL FEE **\$12,500.00**

NOT INCLUDED

Changes to plans after completion of the phases, or excessive changes to the plans. Civil engineering, Surveying, Landscape Architecture, Soil testing, material testing, specialty Structural engineering (pre-cast, steel bar joist, Sip style walls and roofs etc.) Specialty systems. This list is not intended to identify all the services that are not included, but rather it illustrates the more common services that are excluded.

SCHEDULE

We do not have your schedule for this project, but we will be on the job site with 5 days of receipt of your purchase order.

CHANGES TO THE PLANS

Our work is very sequential and builds upon the work previously completed and accepted. In order to provide you with the best possible services and to keep everyone fully informed, we require you the Owner to review, accept and sign the plans at the completion of each phase of the work. Minor changes can be made at any time without charges, however major changes made after acceptance of the plans at each phase will incur additional service fees.

REIMBURSABLE INFORMATION

We shall provide electronic signed and sealed sets of Construction Documents and check sets during the design process at no cost. Additional plans shall be at an additional cost to the Owner as requested.

ADDITIONAL SERVICES

Additional services or revisions of work requested that are not anticipated for this project or after plans are approved, is not included within this proposal. Prior to commencing with the work, we will provide you with a time and material estimate for your approval that will be based on hourly rates of \$150.00, for Architect/Engineer, \$95.00 for cad tech/associate and \$75.00 for clerical.

PROJECT ACKNOWLEDGEMENT



Architecture Studio Inc. and its logo will be given credit for any of its work that is advertised, promoted, or that appears in newspapers, magazines, and any other media as it relates to the project.

While all work will be accomplished to our best professional efforts, the consultant cannot guarantee the actions of government officials or agencies during the project review and approval process.

If this Proposal meets with your approval, please prepare purchase order authorizing us to proceed.

Sincerely,



Rolando Sosa, Architect



City of Port Orange Public Works & Utilities Department

TO: Michael Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Business Manager

FROM: Steve Parnell, Reclaimed Water Production Manager

DATE: April 8, 2019

SUBJECT: Task Authorization #13 – Kimley Horn – WRF Administration Building Expansion

REQUEST:

The Public Works & Utilities Department requests City Council approval of Task Authorization No 13 for engineering and design services for the Water Reclamation Facility (WRF) Administration Building Expansion with Kimley-Horn & Associates, Inc. in the amount of \$32,361.

PURPOSE:

The purpose of this request is to renovate the existing Water Reclamation Facility Administration Building to provide additional space needed for the day to day operations.

CONSIDERATION:

The operations building at the Water Reclamation Facility was built in 1980 and accommodates 16-22 employees daily. During recent hurricanes (Irma and Matthew), it became evident that the facility has insufficient space to accommodate emergency response and maintenance staff. In addition, the building is lacking storage, office space, proper mens/womens bathroom facilities, and the plant operations control room needs information technology upgrades which requires more space. Staff has worked with the engineers to evaluate all options.

This task authorization will include design of additional office spaces and women's restroom with lockers to the existing WRF administration building. The plans will include mechanical (HVAC design) plumbing, interior finishes, and electrical engineering.

This project was authorized in the FY19 Capital Improvement Plan, Project #SSP015.

Task Authorization No 13 will have a not to exceed amount of \$32,361 and will be in effect on the last date signed by both parties with a final completed date 180 days from date of Notice to Proceed.

FUNDING:

WRF Ops Building Expansion

Project: SSP015

403 0400 535 6397

Budget: \$100,000

Actual: \$32,361

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve Task Authorization No 13 for engineering and design services for the Water Reclamation Facility (WRF) Administration Building Expansion with Kimley-Horn & Associates, Inc. in the amount of \$32,361.

ANTICIPATED SCHEDULE:

a.) Council Approval 5/7/19

b.) Executed Task Authorization: 5/24/19

ATTACHMENTS:

a.) Task Authorization No 13 Draft Documents

b.) Scope of Service



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: Yes

SUBJECT: (B7b) Approval of Task Authorization No 22 with Mead and Hunt, Inc. for Construction Administration and Engineer of Record services relating to the South Commonwealth Water Main Improvements.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve Task Authorization No 22 with Mead and Hunt, Inc. for the Construction Administration and Engineer of Record services for the South Commonwealth Water Main Improvements in the amount not to exceed \$43,052; authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY:

On August 1, 2017, City Council approved the design of the South Commonwealth Water Main Improvement project under Task Authorization No 13 to Mead and Hunt, Inc. with the purpose of replacing existing substandard and aging water distribution piping in the South Commonwealth area.

The Public Works and Utilities Department is requesting City Council approval of Task Authorization No 22 with Mead and Hunt, Inc. for the Construction Administration and Engineer of Record services for the South Commonwealth Water Main Improvements project in the amount not to exceed \$43,052.

Project No.: URP001 Funding Account No.: 403 0800 533 6397

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Mead and Hunt - Task Authorization No 22 So Commonwealth WM	Mead and Hunt - Task Authorization No 22 So Commonwealth WM.pdf
2.	EX FORM - Mead and Hunt Task 22	EX FORM - Mead and Hunt Task 22.docx
3.	S. Commonwealth Constr Admin-EOR Svcs Fees Proposal 3.15.19	S. Commonwealth Constr Admin-EOR Svcs Fees Proposal 3.15.19.pdf
4.	Department Justification Memo - South Commonwealth construction Services	Department Justification Memo - South Commonwealth construction Services.docx

Julia Wiggins	Created/Initiated - 4/1/2019
Kynah Cockcroft	Approved - 4/1/2019
Richard Colby	Approved - 4/1/2019
Junos Reed	Approved - 4/1/2019
Lynn Stevens	Approved - 4/8/2019
Scott Neils	Approved - 4/9/2019
Margaret Roberts	Approved - 4/23/2019
Jake Johansson	Approved - 4/25/2019
Robin Fenwick	Final Approval - 4/25/2019

TASK AUTHORIZATION NO. 22
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
Pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc. Pursuant to Merger with QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Utilities Department Head, Lynn Stevens, shall perform contract administration for this Task Authorization No 22, and may be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Construction and Engineer of Record Services for the South Commonwealth Water Main Improvement**; as more particularly described in the Scope of Services attached hereto and incorporated as **Task Authorization No 22 Exhibit "A."**
4. Engineer shall complete the services to be provided herein within 365 days of a written Notice to Proceed.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Task Authorization No 22 Exhibit "A"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **Forty-Three Thousand Fifty-Two Dollars and no cents (\$43,052.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON ASSOCIATES, INC.**

Printed Name: _____ By: _____
Brad T. Blais, Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnett, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

[CA 4619]

TASK AUTHORIZATION NO 22

EXHIBIT "A"

MEAD AND HUNT, INC.

**SOUTH COMMONWEALTH WATER MAIN
REPLACEMENT
CONSTRUCTION & ENGINEER OF RECORD**



4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810

March 18, 2019

Lynn Stevens
Public Works and Utilities Director
City of Port Orange
1000 CITY Center Circle
Port Orange, FL 32129

Email: lstevens@port-orange.org
Hard Copy Mailed Only on Request

**CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
CONSTRUCTION ADMINISTRATION AND
ENGINEER OF RECORD (EOR) SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Lynn,

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. The scope of services describes, in detail, what our firm understands to be required for this task. The scope of this project includes construction administration and Engineer of Record (EOR) services.

We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Respectfully,

Andrew M. Giannini, PE
Senior Project Manager

Brad T. Blais, PE
Vice President/Market Leader

AMG/BTB:bf

Enclosure(s): Scope of Services and Fee Estimate

**CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
CONSTRUCTION ADMINISTRATION AND
ENGINEER OF RECORD (EOR) SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

GENERAL:

The City of Port Orange (CITY) and Mead & Hunt (CONSULTANT) entered into a Professional Continuous Utility Engineering Consulting Services Contract pursuant to RFQ #14-23, dated effective March 17, 2015.

BACKGROUND:

The South Commonwealth Water Main Replacements project entails replacement of all water mains south of Commonwealth Boulevard to Normandy between the FEC Railroad to Isabelle Avenue. A total of 16,100 LF of water main is to be replaced.

SCOPE OF WORK:

The Consultant will provide the following services during construction:

CONSTRUCTION ADMINISTRATION AND ENGINEER OF RECORD (EOR) SERVICES

The EOR services may include the following as needed by the CITY:

1. Conduct the preconstruction conference. Prepare minutes of the preconstruction conference and distribute the minutes to all who attend.
2. Issue the Notice to Proceed to the Contractor.
3. Log, process and review shop drawings and material certificates. Distribute review shop drawings to the Contractor and the CITY.
4. Provide assistance on an as needed basis for significant conflict resolutions.
5. Attend and preside over construction progress meetings.
6. Review/approve Contractor monthly pay requests.
7. Review and recommend approval/denial of Contractor's proposed change orders.
8. Attend the substantial completion inspection.
9. Prepare punch-list of final work/corrective items.
10. Prepare construction record drawings incorporating all of the changes made during construction. Furnish CITY with an electronic copy of record drawings using AutoCAD format.

EXCLUSIONS: All work not specifically described herein.

SCHEDULE: M&H estimates the work to be completed according to the following:

COMPENSATION:

M&H proposes to complete the above stated work for the lump sum amount of Forty-Three Thousand Fifty-Two Dollars and 00/100 (\$43,052.00) based on the following:

Contract Administration and Engineer of Record (EOR) Services	\$42,552	Lump Sum
Printing/Reimbursables	<u>\$500</u>	Allowance
TOTAL	\$43,052	

EXHIBIT 'B'
CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
CONSTRUCTION ADMINISTRATION AND ENGINEER OF RECORD (EOR) SERVICES
ESTIMATED ENGINEERING FEES
March 18, 2019

Description	Project Manager (hours)	Project Engineer (hours)	CAD Technical (hours)	Engineer Intern (hours)	Production Supervisor (hours)	Admin. Support	Total Task (\$)
	\$167	\$155	\$83	\$112	\$102	\$68	See Below
Construction Administration & EOR Services	24	120	24	0	16	240	\$42,552
Printing/Reimbursables							\$500
Total Estimated Fees							\$43,052

- (1) All fees to be billed on a lump sum basis except for printing/reimbursables which will be billed at actual cost.
- (2) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse Consultant for the additional sales tax cost.
- (3) At the time of this submittal, the construction duration was estimated to be 300 days (or 10 months). If the contract is extended beyond 300 days, Mead & Hunt reserves the right to request additional fees.

TASK AUTHORIZATION NO 22

EXHIBIT "A"

MEAD AND HUNT, INC.

SOUTH COMMONWEALTH WATER MAIN
REPLACEMENT
CONSTRUCTION & ENGINEER OF RECORD



4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810

March 18, 2019

Lynn Stevens
Public Works and Utilities Director
City of Port Orange
1000 CITY Center Circle
Port Orange, FL 32129

Email: lstevens@port-orange.org
Hard Copy Mailed Only on Request

**CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
CONSTRUCTION ADMINISTRATION AND
ENGINEER OF RECORD (EOR) SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Lynn,

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. The scope of services describes, in detail, what our firm understands to be required for this task. The scope of this project includes construction administration and Engineer of Record (EOR) services.

We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Respectfully,

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Andrew M. Giannini, PE
Senior Project Manager

A blue ink signature of Brad T. Blais, written in a cursive style.

Brad T. Blais, PE
Vice President/Market Leader

AMG/BTB:bf

Enclosure(s): Scope of Services and Fee Estimate

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SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
CONSTRUCTION ADMINISTRATION AND
ENGINEER OF RECORD (EOR) SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

GENERAL:

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The South Commonwealth Water Main Replacements project entails replacement of all water mains south of Commonwealth Boulevard to Normandy between the FEC Railroad to Isabelle Avenue. A total of 16,100 LF of water main is to be replaced.

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The Consultant will provide the following services during construction:

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5. Attend and preside over construction progress meetings.
6. Review/approve Contractor monthly pay requests.
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TOTAL	\$43,052	

EXHIBIT 'B'
CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
CONSTRUCTION ADMINISTRATION AND ENGINEER OF RECORD (EOR) SERVICES
ESTIMATED ENGINEERING FEES
March 18, 2019

Description	Project Manager (hours)	Project Engineer (hours)	CAD Technical (hours)	Engineer Intern (hours)	Production Supervisor (hours)	Admin. Support	Total Task (\$)
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Printing/Reimbursables							\$500
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- (2) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse Consultant for the additional sales tax cost.
- (3) At the time of this submittal, the construction duration was estimated to be 300 days (or 10 months). If the contract is extended beyond 300 days, Mead & Hunt reserves the right to request additional fees.



City of Port Orange Public Works and Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Works and Utilities Director
Julia Wiggins, Business Manager

FROM: Junos Reed, P.E., Public Works and Utilities Engineering and
Construction Manager

DATE: April 8, 2019

SUBJECT: Mead & Hunt – Task Authorization No 22 South Commonwealth Water
Main Improvements Construction Administration Services

REQUEST:

The Public Works and Utilities Department requests City Council approve Task Authorization No 22 with Mead and Hunt, Inc. for the construction administration and engineer of record services in the amount not to exceed \$43,052 for the South Commonwealth Water Main Improvements.

PURPOSE:

This water system improvement project is part of the water distribution system maintenance program.

CONSIDERATION:

On August 1, 2017, City Council approved the design of the South Commonwealth Water Main Improvement project under Task Authorization No 13 to Mead and Hunt, Inc. The purpose of this project is to replace and upsize the existing substandard and aging water distribution system.

Majority of the existing water mains were built around 1950's and the water system has become unreliable due to unexpected leaks and breaks. Many water mains are undersized and flow rate capacities have been reduced due to internal pipe tuberculation.

The existing water mains will be replaced and upsized to improve reliability and meet the latest fire protection standards. Additionally, existing asbestos cement pipe will be replaced with latest industry standard pipe materials. Mead and Hunt, Inc. has completed the design and specifications for the project. Since they are the design engineer, it is in the City's best interest to utilize them for construction services to ensure a completed

project. These services are not normally included in the design phase because the designed projects will often sit on the shelf until funding is available. The construction estimate is approximately \$1.9 million. Construction funding is approved in the FY19 CIP.

FUNDING:

Replacement Water Main – So Commonwealth Water Main Impv.

Project #: URP001

Account #: 403 0800 533 6397

RECOMMENDATION:

The Public Works and Utilities Department recommends City Council approve Task Authorization No 22 with Mead and Hunt, Inc. for the construction administration and engineer of record services in the amount not to exceed \$43,052 for the South Commonwealth Water Main Improvements.

ANTICIPATED SCHEDULE:

- a.) May 7, 2019 – Council Approval
- b.) Anticipated construction start of fall 2019 and estimated completion by Spring of 2021.

ATTACHMENTS:

- a.) Task Authorization No 21 draft documents
- b.) Mead & Hunt Construction Administration and Engineer of Record Services proposal for South Commonwealth Water Main Improvements.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: No

SUBJECT: (B8a) Resolution No. 19-15 - Tow Rates for Wrecker Service Agreement

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-15.

SUMMARY: Resolution 15-13, which governs the current Wrecker Service Agreement, needs to be repealed and a new resolution adopted for the new Wrecker Service Agreement. The new resolution will govern the maximum tow rates allowed and be listed as Exhibit A in the Wrecker Service Agreement.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Resolution No. 19-15 - Towing Rates	Resolution No. 19-15 - Towing Rates.pdf
2.	Resolution 15-13	Resolution 15-13.pdf

Eric Fisher
William Proctor
Thomas Grimaldi
Lori Bockelman
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 3/11/2019
Approved - 3/15/2019
Approved - 3/15/2019
Approved - 3/19/2019
Approved - 4/11/2019
Approved - 4/11/2019
Final Approval - 4/11/2019

RESOLUTION NO. 19-15

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING THE MAXIMUM RATES ALLOWABLE FOR NON-CONSENTUAL AND TRESPASS VEHICLE TOWING WITHIN THE CITY LIMITS; REPEALING RESOLUTION NO. 15-13; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.043(1)(b) of the Florida Statutes (2018) provides that local governments may enact rates for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle (hereinafter generally referred to as “nonconsensual tows”);

WHEREAS, Section 18-226 of the City of Port Orange Code of Ordinances provides that the City Council may, by resolution, establish rates that may be charged by any wrecker licensed to do business within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City of Port Orange hereby adopts the maximum rates set forth in Exhibit “A” (attached hereto) for non-consensual and trespass tows that originate within the City of Port Orange.

SECTION 2. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. This Resolution expressly repeals and replaces Resolution No. 15-13.

SECTION 3. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

SECTION 4. This Resolution shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of _____, 2019

Reviewed and Approved: _____
Deputy City Attorney

EXHIBIT A**MAXIMUM NONCONSENSUAL AND TRESPASS TOW RATES**

A. Maximum rates to be charged for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange shall be:

1. Towing vehicles, Class A (GVWR at 9,999lbs or less or a vehicle carrying a vessel 15 feet or less in length), shall be: \$125.00
2. Towing vehicles, Class B (GVWR at 10,000lbs or more but less than 19,500lbs or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length): \$250.00
3. Towing vehicles, Class C (GVWR at 19,500 or more pounds, but less than 25,000lbs or vehicle carrying a vessel more than 22 feet in length): \$375.00
4. Towing vehicles, Class D, greater than 25,000lbs GVWR: \$500.00
5. Innocent Owner Fee (See Sec. 2(h) of the Wrecker Service Agreement) \$75.00
6. If a tarp is required, a flat fee of: \$15.00
7. If self-adhesive film is required to dry-in the vehicle, a flat fee of: \$37.50
8. Additional flat fee per fifteen (15) minute block of extra labor for complicated situations beyond the initial 30 minutes at the scene for nonconsensual tows (i.e., water recovery, extraction of vehicle from pole, tree or house, righting overturned vehicle or clearing away a large amount of debris at an accident scene) shall be permitted as follows:
 - a) Class A \$25.00
 - b) Class B \$50.00
 - c) Class C \$75.00
 - d) Class D \$100.00
9. Services charges
 - a) Wrecker on-scene and owner arrives \$25.00
 - b) Wrecker not on scene and owner arrives No charge
10. Storage Rates per day:
 - a) Any vehicle at compound under twelve (12) hours No charge
 - b) Class A:
 - Outside Storage \$20.00
 - Inside Storage \$25.00
 - c) Class B
 - Outside Storage \$25.00
 - Inside Storage \$30.00
 - d) Class C
 - Outside Storage \$55.00
 - Inside Storage \$60.00

e) Class D

- Outside Storage \$55.00
- Inside Storage \$60.00

11. An additional daily storage fee, as set forth in item 10 above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.

12. After business hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) vehicle release fee: \$35.00

B. After 48 hours of storage, an administrative fee for lien processing may be imposed for the actual costs of notification(s) so long as the wrecker service has actually complied with the requirements of F.S. 713.78 including execution and mailing of the lien notice or \$65.00, whichever is less.

C. No additional charges or fees of any kind, other than those specified and authorized in this schedule's Sections A and B, are allowed for services governed by this Resolution, when towed from a point in the City. By way of illustration, no additional charges or fees may be assessed for:

- a) Mileage
- b) Special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes
- c) Time spent at the scene of the tow, other than those specified in this schedule
- d) Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
- e) Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle
- f) Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area
- g) Fuel surcharge fees
- h) Storage for the first twelve hours

RESOLUTION NO. 15-13

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING RATES WHICH MAY BE CHARGED BY WRECKERS WITHIN THE CITY LIMITS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.043(a)(b) of the Florida Statutes (2014) provides that local governments may enact rates for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle (hereinafter generally referred to as “nonconsensual tows”);

WHEREAS, Section 18-226 of the City of Port Orange Code of Ordinances provides that the City Council may, by resolution, establish rates that may be charged by any wrecker licensed to do business within the City;

WHEREAS, it is the City Council’s intent to establish the rates only for nonconsensual tows within the City of Port Orange

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City of Port Orange hereby adopts the following maximum rates, attached as Exhibit A, until amended by resolution, for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or

EXHIBIT A
MAXIMUM NONCONSENSUAL TOW RATES

A. Maximum rates to be charged for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange shall be:

- | | |
|--|----------------|
| 1. Towing vehicles, Class A, under 9,999lbs shall be: | \$125.00 |
| 2. Towing vehicles, Class B, under 19,500lbs GVWR: | \$250.00 |
| 3. Towing vehicles, Class C, 19,501 to 24,999lbs GVWR: | \$375.00 |
| 4. Towing vehicles, Class D, greater than 25,000lbs GVWR: | \$500.00 |
| 5. When a flatbed is needed to accomplish the tow, a flat additional fee: | \$10.00 |
| 6. When dollies are required to accomplish the tow, a flat additional fee to tow the vehicle on dollies of: | \$35.00 |
| 7. If a tarp is required, a flat fee of: | \$15.00 |
| 8. <u>If self-adhesive film is required to dry-in the vehicle, a flat fee of:</u> | <u>\$37.50</u> |
| 9. Additional flat fee per fifteen (15) minutes of extra labor for complicated situations, i.e., water recovery, extrication of vehicle from pole, tree, or house, righting overturned vehicle or clearing away a large amount of debris at an accident scene, a fee of \$25.00 per fifteen (15) minutes | |
| 10. Water recovery with the wrecker company using their own certified scuba diver to make the recovery: | \$125.00 |
| 11. Services charges | |
| a) Wrecker on-scene and owner arrives | \$25.00 |
| b) Wrecker not on scene and owner arrives | no charge |
| 12. Ancillary Charges | |
| a) Double hook-up | \$15.00 |
| b) Vehicle entry when locked | \$15.00 |
| c) Drop transmission linkage | \$15.00 |
| d) Axle or drive shaft removal | \$15.00 |
| 13. Storage Rates per day: | |
| a) Any vehicle at compound under twelve (12) hours | no charge |
| b) Class A | \$25.00 |
| c) Class B | \$30.00 |
| e) Class C | \$60.00 |
| f) Class D | \$60.00 |
| 14. After business hours vehicle release fee: | \$35.00 |

B. An administrative fee of \$25.00 may be assessed if a vehicle remains in storage for more than 24 hours. After 72 hours of storage (excluding weekends and holidays), a lien processing fee may be imposed for the actual costs of notifications required by F.S. 713.78 or \$65.00, whichever is less.

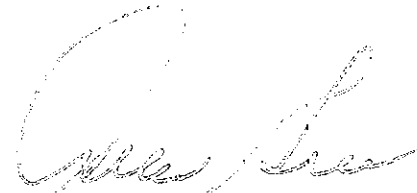
C. No other charges or fees, other than those specified and authorized in this schedule, are allowed for services provided by this resolution, including charges for mileage when towed from a point in the City to impound yard.

otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange.

SECTION 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. This resolution expressly supersedes Resolution 09-26.

SECTION 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 4. This resolution shall become effective immediately upon final passage by the City Council.



MAYOR ALLEN GREEN

ATTEST:


Robin L. Fenwick, CMC, City Clerk

Adopted on the 2 day of June, 2015

Reviewed and Approved: 
Assist. City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: Yes

SUBJECT: (B8b) Approval of Wrecker Service Agreement 2019 with Fryer's Towing

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to award the Wrecker Service Agreement contract to Fryer's Towing Service and authorize the Mayor and City Clerk to execute contract documents, subject to review by the City Attorney.

SUMMARY: Three bids were received in response to ITB 19-07 for Wrecker/Towing Services. Fryer's Towing Service submitted the highest and best bid. Fryer's Towing Service has met all pre-award conditions and staff recommends the bid award go to Fryer's Towing Service.

Initial contract term is 2 years. Current contract has been continued until May 9, 2019 to allow for the establishment of a new Wrecker Service Agreement.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	ITB 19-07 WRECKER SERVICE TABULATION SHEET	ITB 19-07 WRECKER SERVICE TABULATION SHEET.pdf
2.	Fryer's Towing - Wrecker Service Agreement 2019	Fryer's Towing - Wrecker Service Agreement 2019.pdf

Beth Unruh
William Proctor
Thomas Grimaldi
Lori Bockelman
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 2/28/2019
Approved - 3/1/2019
Approved - 3/4/2019
Approved - 3/19/2019
Approved - 4/11/2019
Approved - 4/11/2019
Final Approval - 4/11/2019



CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-19-07
ITB TITLE: WRECKER SERVICE
OPENING DATE/TIME: 4/5/2019 AT 2:30 P.M.

			Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")			Fryer's	Arrow	Universal	Vendor
1	Form 7.2 – Vendor’s Acknowledgement		YES	YES	YES	
2	Form 7.3 – Addendum and Change Order Procedure		YES	YES	YES	
3	Form 7.4 – Drug Free/Tie Preference Statement		YES	YES	YES	
4	Form 7.5 – Public Entity Crimes Statement		YES	YES	YES	
5	Form 7.6 – Affidavit of Anti-Collusion		YES	YES	YES	
6	Form 7.7– Statement of Vendor’s Qualifications		YES	YES	YES	
7	Form 7.8 – Professional References for Previous Experience		YES	YES	YES	
8	Form 7.9 – Local Business Affidavit of Eligibility		YES	YES	YES	
9	Form 7.10 – Listing of Subcontractors		YES	YES	YES	
10	Attachment 1 – Bid Proposal		YES	YES	YES	
11	Bid Bond		YES	YES	YES	
12	Copy of License Commercial Contractor		YES	YES	YES	
	1 Original, 1 Digital Copy (CD or flash drive) version in PDF format.		YES	YES	YES	
	Deemed Responsive?		YES	YES	YES	
	Additional Comments					
	Based of Scope of Services (SOS)	(24) Monthly Payment	\$12,628.96	\$10,145.00	\$6,712.00	\$0.00
	Proposed Bid Total Amount (2 year contract)		\$303,095.04	\$243,480.00	\$161,088.00	\$0.00
Opened and tabulated by:		David Van Valkenburgh Purchasing Agent				
Witnessed by:		Joseph Castro Purchasing Buyer				

WRECKER SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20__, by and between the City of Port Orange, Florida, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City," and Landau Enterprises, Inc., a Florida corporation, d/b/a Fryer's Towing Services, located at 722 North Segrave Street, Daytona Beach, Florida 32114, hereinafter referred to as "Towing Company," in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

W I T N E S S E T H

1. Definitions. The following words and terms, as used in this Agreement, shall have the meaning respectively ascribed:

Immobilization shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.

Nonconsensual towing shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as hereinbelow defined.

Property owner shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.

Tow shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.

Trespass towing shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.

Wrecker shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car

carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

2. The Towing Company shall provide the following services:

- a. When so authorized by a representative of the City, the Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the City of Port Orange.
- b. When authorized by a representative of the City, the Towing Company shall provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of Chapter 70 or other applicable provisions of the Code of the City of Port Orange covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company, and provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the City, as designated by the owner of the vehicle (which may be a place of business other than the place of business of the Towing Company).
- c. When authorized by a representative of the City, the Towing Company shall tow and/or service the following vehicles at no charge to the City: (1) Police Department or Fire Department vehicles, owned or leased; and (2) vehicles seized under the Florida Contraband Forfeiture Act, Chapter 932, Florida Statutes.

All other City owned or leased disabled vehicles shall be towed and/or serviced at no charge excluding refuse collection vehicles and vehicles leased by the City where the Lessor is responsible for the towing/servicing.

Any disabled City owned or leased vehicle that shall be towed shall be removed from its point of disability (within a fifty (50) mile radius of the City limits to any point within the City) as may be directed by the City. In addition, the Towing Company shall change the flat tire(s) of any City Class "A" vehicles within Volusia County at no charge to the City.

- d. The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company.

- e. The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel shall be subject to call at any and all times. The Towing Company further guarantees that, for all emergency response calls, it shall be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company, its representative, or answering service receives a call requesting that a wrecker be dispatched. The time shall not exceed twenty (20) minutes even during special times (bike week, speed week, spring break, etc.) Wrecker vehicles shall not be parked at private residences within the municipal boundaries of the City of Port Orange. A call for emergency response shall include existing or potential conditions at a scene requiring that vehicles be removed and or roadways cleared as soon as possible in the judgment of the requesting police officer.
- f. The Towing Company shall answer expeditiously all calls from the Port Orange Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all debris and obstructions caused by accidents even if actual towing is not required (clean-ups only).
- g. Upon request, the Towing Company shall provide the Port Orange Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the police.
- h. An "Innocent Owner's" vehicle may be towed and stored as a result of a crime. The Chief of Police or his designee shall identify these vehicles to the Towing Company. An "Innocent Owner" is an owner or other person authorized to possess the vehicle who is not the perpetrator of a crime or civil infraction. "Innocent Owner" vehicles include, but are not limited to, the following:
 - 1) Recovered stolen vehicles;
 - 2) Vehicles that are seized for forensic testing (i.e., sexual batteries, abductions, homicides, etc.) when the owner/operator was not the perpetrator;
 - 3) Vehicles damaged by stop-sticks when the owner/operator of the vehicle was not the intended target;
 - 4) Vehicles damaged in crashes caused by or resulting from the pursuit of a criminal or a criminal flight from apprehension where the owner/operator was not involved.

NOTE: "Innocent Owners" shall not include those persons whose vehicles are determined by the Chief of Police or his designee to have been stolen by an immediate family member, where it is reasonably believed that the vehicle was exchanged by the owner/operator for illegal controlled substances, or where the vehicle is used in the commission of a crime, and the suspect is operating the vehicle with the implied or actual consent of the owner.

- i. If a victim meets the definition of an "Innocent Owner" and has no insurance or has a deductible of seventy-five (\$75.00) dollars or more, the Towing Company shall charge the "Innocent Owner" a fee not to exceed seventy-five (\$75.00) dollars. The Towing Company can charge additional costs to the "Innocent Owner's" insurance carrier or to some other insurance company who is liable for those costs, but in no event will the "Innocent Owner" be responsible to pay more than seventy-five (\$75.00) dollars out-of-pocket for the cost of towing and the first seventy-two (72) hours of storage. The rate for subsequent storage shall be as stated in Section 5 (Rate Charged Owners and the City). The "per tow" fee shall not apply to "Innocent Owner" tows.
- j. All services rendered by the Towing Company under this Section 1 shall be at no expense to the City, unless specifically provided otherwise.

3. Payment to the City

In consideration of the Towing Company being called by the City for the term as provided in Section 4 below, the Towing Company shall pay monthly to the City, beginning May 10, 2019, the sum of Twelve Thousand Six Hundred Twenty-Eight and 96/100 Dollars (\$12,628.96) per month, so long as this Agreement is in effect.

4. Term

- a. The term of this Agreement shall begin May 10, 2019, and end on May 9, 2021, unless extended.
- b. Extension - The City shall have the option of extending this Agreement for two (2) consecutive twelve-month periods: (1) The first extension period beginning on May 10, 2021, and ending on May 9, 2022, and shall include a 2% increase; (2) The second extension period beginning on May 10, 2022, and ending on May 9, 2023 and shall include a 2% increase.
- c. It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call with one of its own wreckers, it is still responsible for providing a wrecker during the term of this Agreement. It may utilize a wrecker from any other wrecker company

licensed in the City, the County, or any other municipality located in Volusia County. In such cases, the substitute wrecker shall comply with the terms agreed upon herein.

5. Rate Charged Owners and the City

- a. The Towing Company may not charge the owner of the vehicle being towed or stored over the maximum rates as established by Resolution of the City Council of the City of Port Orange, No.19-15 (a copy of the Resolution is attached as Exhibit "A") for non-consensual and trespass tows that originate within the City of Port Orange. The maximum rates set forth herein are subject to amendment at any time by Resolution of City Council.
- b. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
- c. Charging rates in excess of the legal maximum rate, shall be considered a breach of this Agreement and shall be grounds for termination as provided in paragraph 24.
- d. The rates for towing/servicing of City owned/leased vehicles shall be as outlined previously herein at Section 2.c. The City shall not be charged for any services rendered to it under this Agreement except as specifically provided under this Agreement.
- e. Towing Company agrees to tow abandoned or junked vehicles at no charge to the City, and City shall surrender all salvage rights to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- f. The services specified in Section 2 of this Agreement shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City. The City, in such a case, shall not be responsible for payment of towing charges or storage costs.

6. Salvage Rights

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined herein at Section 5.e, excluding those vehicles seized and held for possible forfeiture by the City. The City shall not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture.

7. Storage Facilities and Office

- a. The Towing Company shall maintain an office and a storage garage and/or outside storage facility complying with applicable building, zoning and land use regulations. Such storage facility shall:
 - (1) Contain a minimum of one hundred (100) spaces in an area which is completely secured and fenced at all times.
 - (2) Have available a minimum of two (2) spaces inside a building affixed to a permanent foundation for storing vehicles which require police processing. Moveable storage facilities are not acceptable. These spaces shall be maintained to provide protection from the weather and security to preserve the evidence and legal chain of custody for vehicles which require police processing. These spaces shall consist of sufficient space and access for police processing of a vehicle stored therein.
 - (3) Be located within a **seven (7) mile radius** from the City of Port Orange limits, on the same premises as the office.
- b. The Towing Company shall own or lease the property where the office and storage facility are located. In the event that the property is leased, the term of said lease shall be not less than the term of this Agreement or any extension thereof as set forth in Section 4. The Towing Company shall provide a copy of the current lease or deed for prequalification and upon request by the City and upon any extension of the Agreement by the City. The Towing Company shall furnish copies of subsequently effective leases and deeds to the City and shall notify the City within three (3) business days upon receiving notice of cancellation, termination, or non-renewal of any lease and any change in ownership. The City reserves the right to terminate this Agreement in the event of expiration, cancellation, termination, or non-renewal of any lease for the property and any change in ownership.
- c. The Towing Company shall have an employee on duty at said storage facility from 8:00 A.M. to 6:00 P.M. Monday through Friday, excluding legal holidays and shall have an employee available on-call for Police Department access to said facility after-hours and on holidays. An employee of the Towing Company shall be on call twenty-four (24) hours a day and able to respond to any call with arrival at the requested location within twenty (20) minutes.
- d. Storage facilities shall be in compliance with all state, local and federal regulations. The facility shall be free from trash, rodents, insects and any other cause for contamination of vehicles. The facility shall have

comprehensive security to protect property and public that enters the premises. Failure to maintain a clean, safe and secure facility, in the sole discretion of the Chief of Police, shall subject this Agreement to termination as provided herein at Section 24.

- e. Storage facilities shall be subject to inspection upon 24 hours notice by the City and shall be required to obtain approval from the City prior to the award of Agreement or any extensions thereto. Storage facilities shall be subject to periodic inspections at any time by the Police Chief or his designee during the term of this Agreement when deemed necessary by the City to insure compliance with this Agreement.
- f. Vehicles that have been marked "HOLD" for investigative or forfeiture purposes by the Police Department shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Police Department shall be permitted access to such vehicles at any time. Vehicles marked "HOLD" shall be secured and stored in locked enclosed areas with no access by any person except as authorized by the Police Department. The Towing Company shall maintain comprehensive security to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", storage fees may begin to accrue against the owner of the vehicle.

8. Wrecker Equipment and Wrecker Company Personnel

- a. The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services specified in this Agreement. The wreckers shall include: three (3) Class "A" wreckers, one (1) of which shall have four-wheel drive; and one (1) Class "C" wrecker. The wreckers of the Towing Company shall meet the equipment requirements and specifications set forth in Rule 15B-9.005, Fla. Adm. Code, as the same now exists and as may be amended from time to time. A copy of said Rule, as it currently exists, is attached hereto as Exhibit "B", and incorporated by reference herein.
- b. No owner, partner, employee, or agent of the Towing Company shall have been:
 - (1) Convicted of any felony within the last ten (10) years.
 - (2) For the purposes of this section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a judge's finding or a jury verdict of guilty

when adjudication is withheld and the accused is placed on probation, within the last ten (10) years.

- c. The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense, within the last ten (10) years.
- d. Prior to any extension of this Agreement and within five business (5) days of hiring any new employees, the Towing Company shall provide written notice to the Police Department of the names, addresses and drivers license numbers of all employees of the Towing Company.

9. Telephone Communications

The Towing Company shall provide cellular telephone communication system between the office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming police calls.

DIRECT LINE (386) 255-0481

ON-CALL Phone (386) 255-0482

10. Non-Exclusiveness of Service

The Towing Company agrees that the owner or person in possession of any vehicle that has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

11. Benefits from Repairs

The Towing Company shall not benefit directly or indirectly without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any Agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility, shall state the repairs/painting to be done as well as the price and terms of payment therefor.

12. Liability of Towing Company

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the police officer in charge.

13. Personal Property in Vehicles

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property shall be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession, as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the Towing Company shall obtain a receipt for the property from the owner or person entitled to possession thereof.

14. Release of the Vehicle

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. Any vehicle that has been marked "HOLD" by the Port Orange Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall obtain a receipt for the vehicle. The Towing Company shall deliver to the **Port Orange Police Department, 4545 Clyde Morris Boulevard, Port Orange, FL 32129** by 9:00 a.m. daily a report of all vehicles released the previous day.

15. Posting Charges

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the legal maximum rate established for the City of Port Orange.

16. Itemized Statements

- a. Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering evidence of title and right to possession with an itemized statement of all charges related to the towing and storage of such vehicle.
- b. An itemized statement shall include, at a minimum a detailed description of the work performed and/or services provided by the Towing Company, the time the vehicle arrived in storage, the time the vehicle left storage, and the applicable amount charged to the patron in accordance with Resolution No. 19-15. Any services provided by the Towing Company to the patron upon the patron's request shall be identified as such on the itemized statement by using the term "customer request" followed by a description of the work performed at the request of the customer.
- c. The City shall periodically audit Towing Company billing to ensure compliance with this Agreement. During any twelve (12) month period, failure by the Towing Company to provide itemized billing statements in accordance with this section shall result in a progressive liquidated damages charge (for the City's estimated costs as a result of billing issues) and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Suspension and up to termination

17. Indemnification

The Towing Company shall indemnify and hold harmless the City of Port Orange and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees incurred prior to the filing of a suit and throughout any court proceeding, arising out of or resulting from the work or services or the performance of operations under this Agreement, provided that the claim, damage, loss and expense is caused in whole or in part by any willful or negligent act or omission of the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

18. Insurance

a. Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance:

(1) Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees and subcontractors of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than \$500,000 per occurrence or the statutory requirements whichever is greater. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

(2) Garage-keeper's policy. A garage-keeper's legal liability and direct primary policy covering fire, theft, vandalism, and other insurable perils in the minimum amount of \$75,000.00, and a per-vehicle deductible not exceeding \$1,000.00.

(3) On Hook/Cargo liability policy with a minimum limit of \$75,000.00 and a deductible not exceeding \$1,000.00 per towing vehicle.

(4) Automobile liability policy, covering the operation of wrecker's business, equipment, and vehicles with a combined single limit for bodily injury and property damage of no less than \$1,000,000.00.

(5) General liability policy. A general liability policy, covering the operation of wrecker's business, equipment and vehicles, with a combined single limit for bodily injury and property damage of no less than \$1,000,000.00.

(6) The above insurance coverage shall name the City of Port Orange as additional insured, with the exception of Workers' Compensation Insurance.

b. Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City showing the City as an additional insured within ten (10) days of the City Council award of this Agreement. The Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement

and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

Police Department
ATTN: Towing Contract Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Upon request by the City, the Towing Company shall furnish copies of the insurance contracts to support the certificates of insurance and the Towing Company shall be required to satisfy any revision by the City.

The Towing Company shall file replacement certificates at least seven (7) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to either declare a breach of this Agreement and terminate, or renew the insurance at the Towing Company's expense. The renewal of the insurance shall not waive the City's right to declare a breach of this Agreement.

The Towing Company agrees to comply with all applicable state and federal laws, rules and regulations. Nothing in this Section 18 shall be construed to reduce or limit any commercial insurance required for towing company operation by applicable state or federal laws, rules or regulations.

19. Records, Books and Payment

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Agreement. All records shall be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company shall be submitted to the Office of the City Finance Director on the first day of each month for the duration of this Agreement. Copies of all Towing Company paid invoices for services provided each month as a result of this Agreement shall be submitted to the City on or before the 15th day following the end of the month in which such services were provided. Such invoices may be provided in the form of a computer printout, or in an electronic format approved by the Finance Director, and shall

contain the information set forth in Subsection 19.a.(1) below.

- a. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:
 - (1) Call date and time, dispatch time, arrival time, hooked, dropped and cleared time, where the vehicle was towed from; the date and time towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date and time the vehicle was released or disposed of; and all correspondence and documents sent or received concerning said vehicle, as required by this Agreement.
 - (2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department every 24 hours, describing each vehicle by Make, Year, Model, VIN, and Tag Number to the **Volusia County Communications Center via fax at 386-254-1597**.
 - (3) The records shall be submitted utilizing the following procedures:
 - (a) The company shall provide and maintain telecommunications equipment or e-mail as approved by the Police Department, capable of transmitting documents between the Police Department and the Towing Company.

20. Right to Cancel Service Call

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it shall be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped and its operator has exited the wrecker in preparation to perform the towing service.

21. Compliance with Laws and Rules

The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes, including Section 316.530, all applicable City ordinances,

resolutions, and the equipment requirements and specifications set forth in Rule 15B-9.005, Fla. Adm. Code, as may be amended, unless otherwise provided by ordinance or this Agreement.

22. Surety Performance Bond

Within ten (10) days of city council award of this Agreement by the Port Orange City Council, the Towing Company shall post a surety performance bond or provide a letter of credit. The surety shall be an A-rated or better company. The performance bond or letter of credit shall be in the amount of \$50,000.00 (fifty thousand and 00/100 dollars) to be used by the City in the event:

- a. The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred in making adequate arrangements for towing services, including the City's actual administrative costs.
- b. The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24, for the purpose of defraying the cost of rebidding this Agreement.

23. Late Response

Liquidated damages for Late Response to emergency response calls. The Towing Company shall respond immediately to all emergency calls for service, and shall be at the location within twenty (20) minutes from the time the call is received.

The contractor assumes all liability in meeting the twenty (20) minutes response time including but not limited to any and all damages resulting from traffic accidents caused by the Towing Company's delay in response. During any twelve (12) month period, failure to meet the twenty (20) minute response time shall result in a progressive liquidated damages charge and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Automatic suspension and up to termination

The Towing Company shall not be assessed a liquidated damages charge for delay or failure in providing service when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any circumstances which, in the Police Chief's opinion, is beyond the control of the Towing Company. Act of government shall not include enforcement of Chapter 316, Florida Statutes.

24. Breach of Agreement and Termination

- a. It shall be the right of the Police Chief and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the Police Chief, there has been a breach of contract, the Police Chief shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If termination of the Agreement due to breach is recommended, the Police Chief may so notify the City Manager and a hearing shall be set for a date within fifteen (15) calendar days of such notice. At that time, the City Manager shall hear the Towing Company and the City representative(s), and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, including but not limited to termination of this Agreement, as hereinafter provided. Pending the hearing, the Police Chief has the right to suspend the Towing Company's operations under this Agreement, if he deems it necessary to protect health, safety and welfare; and the Towing Company shall have no recourse against the City for the suspension. Any lesser remedial action than termination shall not waive the City's right to further remedial action.
- b. In addition to terminating this Agreement, the City may recover from the surety bond all actual administrative costs as provided by Section 22 of this Agreement.
- c. The City may, if it so elects, pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations.

No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

25. Misleading, Dishonest, and Illegal Practices

- a. The Towing Company warrants that it shall not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Agreement, and shall charge owners of vehicles only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation.

- b. If a satisfactory written explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations shall not occur in the future, within the twenty-four (24) hour period, the violation shall constitute a breach of this agreement that may be reported to the City Manager for termination of this Agreement or other appropriate action as provided by Section 24 herein.
- c. The Towing Company shall remedy any overcharge or unauthorized billing immediately by reimbursing the overage or unauthorized amount to the patron billed. In addition to the reimbursement of any overages to the patron, during any twelve (12) month period, any overcharge or unauthorized billing shall result in a progressive liquidated damages charge (for the City's estimated costs as a result of billing issues) and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Suspension and up to termination

26. Public Records Compliance

- a. Towing Company shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:
 - (1) Keep and maintain public records required by the City to perform the service.
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Towing Company does not transfer the records to the City.
 - (4) Upon completion of the Agreement, Towing Company shall transfer to the City, at no cost, all public records in possession of the Towing Company and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- b. If Towing Company does not comply with a public records request, the City

shall deem the non-compliance a breach of this Agreement, and the Towing Company may be subject to penalties under Section 119.10, Florida Statutes.

TOWING COMPANY QUESTIONS RELATING TO TOWING COMPANY'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT SHALL BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

27. Miscellaneous

- a. The descriptive headings appearing in this Agreement and by law are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b. The bid documents and specifications are made a part of this Agreement by reference, as if fully set forth herein. In the event of a conflict between the bid documents and specifications, and this Agreement, the terms of this Agreement shall control.
- c. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed, as in any way creating or establishing the relationship of a partnership or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d. The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e. In the event of any claim, action, litigation, or proceeding in court under this Agreement or in the event of any settlement of a dispute under this Agreement prior to a proceeding filed in court the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

[REMAINDER OF PAGE LEFT BLANK]

Witnesses:

CITY OF PORT ORANGE

Print_____

By:_____
Donald O. Burnette, Mayor

Print_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Print_____

By:_____
Robin L. Fenwick, CMC, City Clerk

Print_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

WITNESSES:

TOWING COMPANY

Landau Enterprises, Inc.
d/b/a Fryer's Towing Service

Print _____

By: _____
Name: George Landau
Title: President

Print _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by George Landau, as President of Landau Enterprises, Inc., a Florida corporation, d/b/a Fryer's Towing, and who is personally known to me.

Notary Public, State of Florida
*Printed, typed or stamped name, commission and
expiration:*

RESOLUTION NO. 19-15

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING THE MAXIMUM RATES ALLOWABLE FOR NON-CONSENTUAL AND TRESPASS VEHICLE TOWING WITHIN THE CITY LIMITS; REPEALING RESOLUTION NO. 15-13; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.043(1)(b) of the Florida Statutes (2018) provides that local governments may enact rates for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle (hereinafter generally referred to as “nonconsensual tows”);

WHEREAS, Section 18-226 of the City of Port Orange Code of Ordinances provides that the City Council may, by resolution, establish rates that may be charged by any wrecker licensed to do business within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City of Port Orange hereby adopts the maximum rates set forth in Exhibit “A” (attached hereto) for non-consensual and trespass tows that originate within the City of Port Orange.

SECTION 2. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. This Resolution expressly repeals and replaces Resolution No. 15-13.

SECTION 3. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

SECTION 4. This Resolution shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of _____, 2019

Reviewed and Approved: _____
Deputy City Attorney

EXHIBIT A**MAXIMUM NONCONSENSUAL AND TRESPASS TOW RATES**

A. Maximum rates to be charged for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange shall be:

1. Towing vehicles, Class A (GVWR at 9,999lbs or less or a vehicle carrying a vessel 15 feet or less in length), shall be: \$125.00
2. Towing vehicles, Class B (GVWR at 10,000lbs or more but less than 19,500lbs or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length): \$250.00
3. Towing vehicles, Class C (GVWR at 19,500 or more pounds, but less than 25,000lbs or vehicle carrying a vessel more than 22 feet in length): \$375.00
4. Towing vehicles, Class D, greater than 25,000lbs GVWR: \$500.00
5. Innocent Owner Fee (See Sec. 2(h) of the Wrecker Service Agreement) \$75.00
6. If a tarp is required, a flat fee of: \$15.00
7. If self-adhesive film is required to dry-in the vehicle, a flat fee of: \$37.50
8. Additional flat fee per fifteen (15) minute block of extra labor for complicated situations beyond the initial 30 minutes at the scene for nonconsensual tows (i.e., water recovery, extraction of vehicle from pole, tree or house, righting overturned vehicle or clearing away a large amount of debris at an accident scene) shall be permitted as follows:
 - a) Class A \$25.00
 - b) Class B \$50.00
 - c) Class C \$75.00
 - d) Class D \$100.00
9. Services charges
 - a) Wrecker on-scene and owner arrives \$25.00
 - b) Wrecker not on scene and owner arrives No charge
10. Storage Rates per day:
 - a) Any vehicle at compound under twelve (12) hours No charge
 - b) Class A:
 - Outside Storage \$20.00
 - Inside Storage \$25.00
 - c) Class B
 - Outside Storage \$25.00
 - Inside Storage \$30.00
 - d) Class C
 - Outside Storage \$55.00
 - Inside Storage \$60.00

e) Class D

- Outside Storage \$55.00
- Inside Storage \$60.00

11. An additional daily storage fee, as set forth in item 10 above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.

12. After business hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) vehicle release fee: \$35.00

B. After 48 hours of storage, an administrative fee for lien processing may be imposed for the actual costs of notification(s) so long as the wrecker service has actually complied with the requirements of F.S. 713.78 including execution and mailing of the lien notice or \$65.00, whichever is less.

C. No additional charges or fees of any kind, other than those specified and authorized in this schedule's Sections A and B, are allowed for services governed by this Resolution, when towed from a point in the City. By way of illustration, no additional charges or fees may be assessed for:

- a) Mileage
- b) Special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes
- c) Time spent at the scene of the tow, other than those specified in this schedule
- d) Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
- e) Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle
- f) Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area
- g) Fuel surcharge fees
- h) Storage for the first twelve hours

15B-9.005 Wrecker Classification and Required Equipment.

(1) Each tow truck owned or maintained by a wrecker operator shall be commercially manufactured and shall conform to the requirements of this rule. The requirements for commercial manufacture of trucks and equipment are waived for those operators who have been on the division's rotation list for one year prior to January 22, 1986. The wrecker and equipment shall be operable.

(2) The tow truck and equipment shall be inspected by the division's local troop commander or his designee and approved by the troop commander before being placed on the rotation list. Thereafter, trucks and equipment shall be subject to periodic checks as necessary to ensure compliance with these rules.

(3) Sirens on wreckers are prohibited.

(4) The wrecker operator shall not represent or imply on any vehicle, building or correspondence an official relationship between the wrecker operator and the division or any other police agency.

(5) It is prohibited for a tow truck or the business establishment maintained by the wrecker operator to have any equipment capable of monitoring messages or signals or frequencies assigned to the division.

(6) All trucks operated pursuant to this rule shall be equipped with a business-type communication radio or mobile telephone or cellular telephone. There shall be one radio or phone for each truck. Such equipment shall be licensed and approved by the Federal Communications Commission. The mobile radio or telephone shall enable the wrecker operator to communicate with his area of operations from any point within the assigned zone. A citizens band radio does not meet the requirements of this section. The troop commander may waive this requirement for all wrecker operators within a zone upon a showing that due to the limited number of operators in a zone that the installation of such communication devices is unnecessary or cost prohibitive or that the service is not readily available.

(7) Specifications and required equipment shall be as follows:

(a) ALL wreckers (All Classifications) shall include the following:

1. A cradle, tow plate or tow sling to pick up vehicles. The cradle, tow plate or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage the vehicle to be towed.

2. Dual rear wheels.

3. Clearance and marker lights and all other equipment as required by Chapter 316, F.S.

4. A rotor beam or strobe-type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides.

5. The name, address and telephone number of the wrecker operator for the zone in which the operator is qualified must be painted or permanently affixed in a conspicuous place on both sides of the trucks as required by Section 713.78(6), F.S. A unit number shall be painted on both sides of the cab of each wrecker. The same unit number on two or more wreckers qualified to tow within a zone is prohibited. Multiple addresses and telephone numbers are prohibited.

a. The name must be in letters at least three (3) inches in height.

b. The zone address and telephone number must be at least one (1) inch in height.

c. The unit number must be at least three (3) inches in height and in contrasting color.

d. Magnetic or removal signs or placards will not meet these requirements.

6. At least one heavy duty push broom with a minimum width of twenty-four (24) inches.

7. One square shovel.

8. One ax.

9. One crowbar or prybar with a minimum length of thirty (30) inches.

10. Minimum of one (1) five pound CO₂ or dry chemical fire extinguisher or equivalent. Must be approved type and have a current inspection tag attached.

11. One pair of bolt cutters with a minimum opening of 1/2 inch.

12. One set of jumper cables.

13. One four-way lug wrench.

14. One flashlight.

15. Five thirty minute fuses.

16. One snatch block for each winch with manufacturer's rating to match winch.

17. Extra towing chain six to eight feet in length with hooks.

18. At least three (3) safety cones or triangle reflectors.

19. Fifty pounds of sand or equivalent.

(b) Class “A” Wreckers – For the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less. Specifications and equipment in addition to requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:

1. A truck chassis with a manufacturer’s rated capacity of at least 10,000 pounds gross vehicle weight. A complete, commercially manufactured boom and winch(es) having a manufacturer’s combined rating of at least 4 tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.

2. A minimum of one hundred feet of 3/8-inch cable.

3. Dollies.

4. Flood lights on the hoist.

5. Vehicles which are equipped with wheel lifts or the equivalent may also qualify as Class A tow trucks so long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 lbs. lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.

6. Operators who wish to remove cars and light trucks may have, in addition, a roll-back or slide-back carrier truck/trailer with specifications and equipment as provided in subsection (c) of this rule.

7. HSMV Form 60308 shall be used by the Division for the inspection of Class “A” wreckers.

(c) Class “A” Roll-Back or Slide-Back Wreckers – For the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less. Specifications and equipment for roll-back or slide-back carriers in addition to the requirements outlined in subparagraphs 15B-9.005(7)(a)2.-20., F.A.C., shall include the following:

1. A truck chassis with a manufacturer’s rated capacity of at least 10,000 pounds gross vehicle weight with a minimum of a sixteen (16) foot bed, dual rear wheels and a winch with at least 8,000 pound capacity.

2. A minimum of 50 feet of 3/8-inch cable.

3. A minimum of two safety tie-down chains of at least ten (10) feet each in length.

4. Two spot (flood) lights mounted on the rear of the carrier.

5. A roll-back or slide-back carrier trailer shall meet the following requirements:

a. A commercially manufactured carrier trailer with a rated capacity of at least 8,000 pounds gross vehicle weight with a minimum sixteen (16) foot bed. A winch with at least 8,000 pound capacity.

b. A minimum of 50 feet of 3/8 inch cable.

c. Brakes and trailer lights which meet the minimum statutory requirements of Florida law.

d. Safety chains.

e. Must be towed by and used in conjunction with an approved wrecker that meets or exceeds the class of the vehicle to be towed.

6. HSMV Form 60305 shall be used by the Division for the inspection of roll-back and slide-back carriers.

(d) Class “B” Wreckers – For removal of medium duty trucks or vehicles weighing 20,000 pounds gross vehicle weight or less. Specifications and equipment in addition to the requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:

1. A truck chassis with a manufacturer’s rated capacity of at least 20,000 pounds gross vehicle weight. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer’s combined rating of at least ten (10) ton capacity mounted on the chassis. Class B wreckers that were previously approved at 15,000 pounds gross vehicle weight may continue in use within this class, even if sold to another approved rotation operator.

2. A minimum of one hundred feet of at least 1/2-inch cable on each drum.

3. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.

4. Flood lights on the hoist.

5. HSMV Form 60307 shall be used by the Division for the inspection of Class “B” wreckers.

(e) Class “C” Wreckers – For the removal of heavy duty trucks, house trailers, buses, etc., weighing over 20,000 pounds gross vehicle weight. Specifications and equipment in addition to the requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:

1. A truck chassis with a manufacturer’s rated capacity of at least 30,000 pounds gross vehicle weight and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer’s combined rating of at least 25 ton capacity mounted on the chassis.

2. A minimum of two hundred feet of at least 5/8-inch cable on each drum.
3. Air brakes so constructed as to lock the rear wheels automatically upon failure.
4. External air hookup and hoses, to supply air to disabled vehicles.
5. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.
6. Flood lights on the hoist.
7. HSMV Form 60306 shall be used by the Division for the inspection of Class “C” wreckers.

Rulemaking Authority 321.051 FS. Law Implemented 321.051, 321.05(1) FS. History—New 1-22-86, Formerly 15B-9.05, Amended 10-15-92, 10-2-95.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **5/7/2019**

Consent item: Yes

SUBJECT: (B9) Resolution No. 19-16 - Approval of Grant Agreement for \$400,000 from Volusia County for ECHO Award 19-11 REC Center Phase I

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 19-16 and Grant agreement between the City of Port Orange and Volusia County for \$400,000 for ECHO Award Project No. 19-11 REC Center Phase I.

SUMMARY: A 2018-2019 ECHO Grants in Aid application was submitted to Volusia County requesting \$400,000 for the REC Center Phase I project. Volusia County Council approved the grant application on March 19, 2019 and staff is requesting Council approve the award in the amount of \$400,000 for the REC Center-Phase I project. The required match for this grant was previously budgeted.

Project No.: Funding Account No.:

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Reso. No. 19-16	Reso. No. 19-16 .pdf
2.	Award Letter ECHO 19-11 REC Center Phase I	Award Letter ECHO 19-11 REC Center Phase I.pdf
3.	Grants-In-Aid Agreement 19-11 REC Center Phase I	Grants-In-Aid Agreement 19-11 REC Center Phase I.pdf
4.	ECHO Grants In Aid Letter Contract 19-11 REC Center Phase I	ECHO Grants In Aid Letter Contract 19-11 REC Center Phase I.pdf
5.	Restrictive Covenants 19-11 REC Center Phase I	Restrictive Covenants 19-11 REC Center Phase I.pdf

Amanda Lasecki
Susan Lovallo
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 4/12/2019
Approved - 4/16/2019
Approved - 4/19/2019
Approved - 4/26/2019
Approved - 4/30/2019
Final Approval - 5/1/2019

RESOLUTION NO. 19-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE GRANT AGREEMENT FROM THE COUNTY OF VOLUSIA IN THE AMOUNT OF \$400,000.00 FOR THE RENOVATIONS AND REPURPOSING OF THE GYM BUILDING TO CREATE A RECREATIONAL, EDUCATIONAL AND CULTURAL (REC) BUILDING; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia; and

WHEREAS, the City Council of the City of Port Orange is proposing the renovations and repurposing of the gym building to create a recreational, educational and cultural (REC) building; and

WHEREAS, the County of Volusia approved the grant in the amount of \$400,000.00 for the ECHO Award 19-11 REC Center Phase I.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange hereby approves the Grant Agreement for grant funds from the County of Volusia ECHO Award 19-11 REC Center Phase I in the amount of \$400,000.00.

Section 2. The City is committed to a \$516,601.00 cash match contribution.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



Community Services

www.volusia.org

April 9, 2019

Amanda Lasecki, Grants Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**RE: ECHO Grant Award 19-11
REC Center Phase I**

Dear Ms. Lasecki,

Congratulations! On March 19, 2019 the Volusia County Council approved the ECHO Advisory Committee recommendation of your ECHO Grants-in-Aid award. Attached are the documents you need to complete the award process. The following action steps are required to move toward receiving the Notice to Proceed:

1. Two original ECHO Agreements – have appropriate authority sign the document in the “Grantee” section and witnesses sign as required.
2. Restrictive Covenants – provide legal description of the project property to the ECHO office for review and approval. Once approved, complete, duly sign, witness, notarize and record restrictive covenant with the legal description of the project property as a part thereof, with the Volusia County Clerk of the Court and a copy of the filed document provided to this ECHO office.
3. One Original Letter Contract – have appropriate authority sign the document on the line marked “Agency (Grantee) Acknowledgement”. Sign the line marked by a red “X” and only that one place. This document will be processed by ECHO staff. It is the document that allows us to encumber funds specific to your project.

Return all signed documents in one packet to the County ECHO office no later than May 10, 2019. Please include your grant number (19-11) on all correspondence. Once the County executes the agreement we will provide a copy to your office.

123 West Indiana Avenue, Room 100 • Deland, FL 32720 Tel:
386-943-7029 • FAX: 386-740-5101

www.volusia.org

A Notice to Proceed will be forwarded to you upon receipt of the completed documentation. Your expeditious processing of the attached documents is critical to continuing the award process.

On behalf of the ECHO staff, I want to once again congratulate you on your grant award. We look forward to working with your organization to ensure the successful completion of this project to realize the goals of the ECHO Program. Please contact me at (386) 736-5955 or chall@volusia.org if you have any further questions.

Sincerely,



Carmen Hall
Operations Manager
Community Services Department

County of Volusia ECHO Grants-in-Aid Agreement

WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2000-156, and affirmed their desire to have a long-term development program that funds projects that enhance the quality of life in Volusia County by ensuring the availability of environmental, cultural, historical, and outdoor recreational opportunities, and

WHEREAS, Resolution 2000-156 sets forth objectives, criteria, and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Community Services Department has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. 19-11, a project of the City of Port Orange, is eligible for Volusia ECHO funding.

AGREEMENT

The County of Volusia, 123 W. Indiana Avenue, DeLand, Florida (hereinafter referred to as the "County"), and in the County of Volusia (hereinafter referred to as "Grantee"), agree as follows:

1. Within the 2018-2019 grant cycle, the County of Volusia shall designate funds not to exceed \$400,000.00, to be held for the Grantee, for the performance of items approved for funding which are described and attached hereto as "Exhibit A", (Grantee's application), and any other requirement made a part of this agreement.
2. The funds will be made available to the Grantee on a 1:1 match basis as detailed in "Exhibit A" and expenditures reimbursed on a quarterly basis, unless otherwise agreed upon by the County, only if the Grantee has maintained all grant requirements and upon the Grantee providing:
 - A Quarterly Project Report and a Reimbursement Request Form with backup documentation (Exhibit B - explaining encumbrances and expenditures and project status report).
 - Not for Profit Organizations shall provide Release of Liens.
3. Ten (10) percent of the grant funds will be withheld until the total project and final reports are completed as described in "Exhibit C" (ECHO application guide).
4. It is understood between the parties that the amount of funds designated in paragraph 1 above is the maximum amount the County will provide and the County shall only pay eligible expended costs, as they are concurrently matched 1:1 by the applicant, unless otherwise approved by the County.
5. ~~The expiration date of this grant will be exactly 730 days after the execution of this agreement~~ unless the County grants an extension as provided for in the grant application guide (Exhibit C). The ECHO funds and all cash match must be encumbered within the initial 365 days following the execution of this grant agreement but final payments for services and completion of the project construction may be extended up to another 365-day period. Extensions beyond the 730-day period may restrict the Grantee or any other organization from applying for additional ECHO grants for this project or phase of this project until this current grant agreement is concluded. To be considered for an extension, a written request must be sent to the Parks, Recreation and Culture ECHO Program Coordinator prior to sixty days of the grant agreement expiration date and must state the reasons for the request and provide a new completion date. The County will notify the Grantee in writing within thirty days of receipt of the request for extension approving or denying said request.

6. The Grantee agrees to conduct the project according to the plans and specifications provided in "Exhibit A." All major deviations and/or major changes in scope or venue must receive prior written approval of the County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO Program Coordinator. Such approval shall not be unreasonably withheld.
7. Understand that this is an annual grant of money only and that this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.
8. Grantee fully understands its obligation to maintain the facility in clean working order and maintain and/or replace equipment, furnishings, and items described in this grant and/or purchased as part of this grant project for the public use as described in the application. This project shall remain open and in operation as set forth in exhibit A for a period of **30** years.
9. The Grantee fully understands that there will be no reimbursement for obligations or expenditures made prior to the execution of this agreement or after the agreement has ended unless the project is a Historic Reimbursement Grant.
10. The Grantee shall provide all additional monies necessary to complete the project according to "Exhibit A" which shall include competent evidence, prior to the signing of the agreement, of its ability to complete the project. The Grantee shall have all matching funds on deposit in its account or valid contracts for grants from other entities prior to proceeding with the ECHO project. Grantee shall furnish the County with evidence of the matching funds in order to receive a Notice to Proceed. Grantee shall not encumber any ECHO project funds without a Notice to Proceed.
11. To the extent allowed by law, the Grantee agrees to hold the County harmless from any and all claims, liabilities, rights, and obligations arising out of the development and operation of this project as described in "Exhibit A."
12. Signage showing the County of Volusia involvement is required:
 - a. Within 90 days of award, one (1) 4' x 8' exterior sign shall be placed in a prominent public location. See "Exhibit D" for design and wording.
 - b. Upon completion of the project, one (1) permanent 8 sq. ft. sign shall be placed on site in a prominent public location. See "Exhibit E" for design, wording, and material.

Note: Alternative signage and/or appropriate material may be considered when the need or reasonableness for the alternative sign is proven. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program Coordinator for approval. The ECHO Program Coordinator will respond in writing within 14 days after receipt of the Grantee's written request.
13. The Grantee shall provide a program report annually over the agreement period in a format directed by the County.
14. The Grantee agrees to be bound to special conditions to the grant attached hereto and made a part of this agreement as "Exhibit F," the Restrictive Covenants.
15. The Grantee agrees to provide a payment and performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of ECHO funds. All work performed prior to receiving proof of the bond may be determined by the County as ineligible for reimbursement.
16. The Grantee agrees to be responsible for and comply with all local, State, and Federal permits and laws.
17. The Grantee agrees that failure to comply with this agreement, and all attached documents which are part of this agreement, may result in the Grantee repaying the grant funds, in part or whole, to

the County. In addition, the Grantee agrees that failure to comply with all requirements may result in its being denied future grant funds for other projects under the ECHO grant program.

18. Trails and projects on public lands not owned by the applicant: In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County's Trails Master Plan approved by the County Council or projects on State and Federal lands, the public right of continuing access and undisturbed use shall be provided by a Use Permit, Land Management Agreement, or Project Management Agreement to which the applicant is party. If the Agreement is dissolved prior to the end of the time period stated in the Agreement that is included as part of the ECHO Grant Agreement or the project is deconstructed or no longer available for public use for the time period required based on the type of project (section 1.5, 2 in the ECHO Guide), the grantee shall repay the County in the manner set forth in the Restrictive Covenants, as shown in section 1.6 of the ECHO Application Guide, section 3.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this 19th day of March.

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

By: _____
Edward Kelley
County Chair

ATTEST:

By: _____
George Recktenwald
County Manager

GRANTEE SIGNATURES

WITNESSES (Two):

Signature Witness

Printed Name of Witness

Signature Witness

Printed Name of Witness

GRANTEE

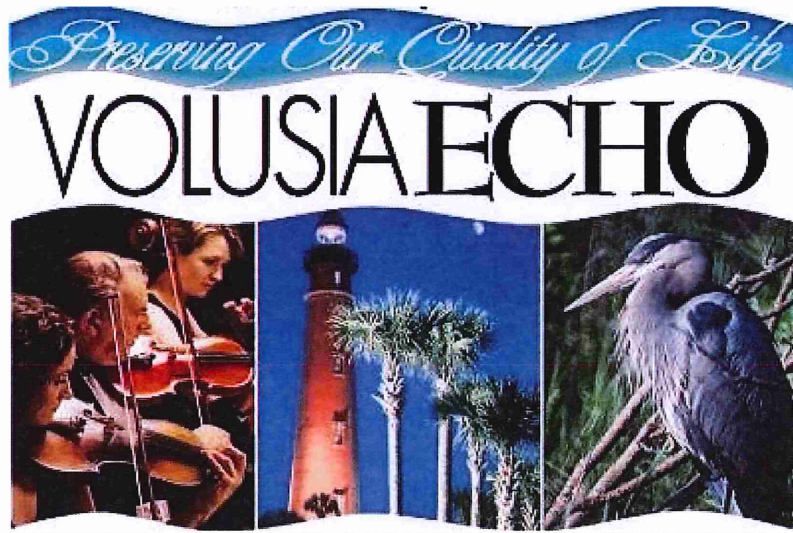
Name of Organization

Signature Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

EXHIBIT A



2018/2019 GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

THIS ATTACHMENT REPRESENTS THE GRANTEE'S ACTUAL
APPLICATION AS RANKED BY THE ECHO ADVISORY BOARD

EXHIBIT B

ECHO GRANT **QUARTERLY PROJECT STATUS REPORT FORM**

For Grant Period:

Due by:

Grant Number: 19-11 Name of Organization: City of Port Orange

Name of Project: REC Center Phase I

- 1) The percentage of the project completion is estimated to be: _____ %
- 2) _____ I have updated the project information by (A) updating the information provided in the previous official Quarterly Report published by the ECHO Program Coordinator *and* (B) I have added all new activity relative to the project progress. Attach the edited information to this form AND email it to <jmarcum@volusia.org>.
- 3) The construction timeline for this project has _____ changed _____ not changed. If the timeline has changed, go to number 4 below. If the timeline has not changed, then skip number 4 and go directly to number 5.
- 4) If your timeline changed, (A) provide a brief narrative of why the timeline changed and state what the differences in the timeline are and (B) Insert a chart that shows the old timeline compared to the new timeline.
- 5) Does the existing Budget Detail, including line item description and/or expense, provided to the ECHO office require revision ___ Yes ___ No? If yes, then you must provide a spreadsheet showing proposed budget change (current vs. proposed) and explain the need for the change by line item. Include a cover letter officially requesting the County to approve the change.
- 6) Does the existing approved design of your project provided to the ECHO office require revision ___ Yes ___ No? If yes, then you must provide a drawing showing the change (current vs. proposed) and include a cover letter officially requesting the County to approve the change.

Signature of Grant Project Contact

Date

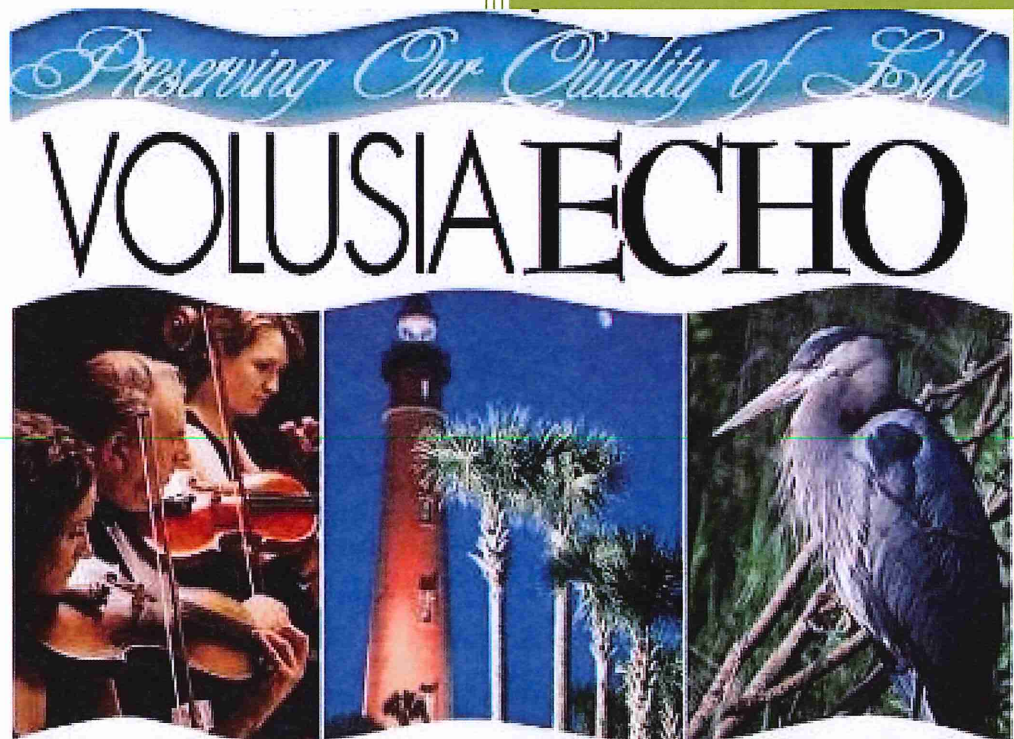
EXHIBIT B

ECHO/MATCH EXPENDITURES & REIMBURSEMENT REQUEST FORM – April, May, June, 2019
Due before **July 16, 2019**

Organization: / Project Title: City of Port Orange/REC Center – Phase I						Grant #:	19-11
Grand Total ECHO Request Amount:				Date:		MATCH	
Item Description as shown in your ECHO Budget	Application/Order # Date	Service Provider	Inv./Receipt Date	Check #	ECHO \$ Amount	In-Kind \$ Amount	Cash \$ Amount
TOTAL THIS PAGE:					\$0.00	\$0.00	\$0.00
Grand Total ALL Pages:							
Signature / Official Grant Representative		Date					
NOTE: (1) Requests for ECHO reimbursement and cash Match must include backup documentation including: work order, invoice/receipt, and a copy of both sides of each canceled check or a bank image showing the check has processed. (2) Documentation for "In-Kind Match" must be provided in the form of letters including description of the service/work provided, the dollar value of the service/work performed, the name of the provider/volunteer, and the date & hours the provider/volunteer worked to support the amount requested. The following rate value applies: Non-professional volunteer service - \$6.67/hour Youth volunteers - \$6.67/hour Professionals - \$ current market value/hour. (ECHO will not pay over the standard professional fee even if your provider receives a higher than average fee for their services.) (3) A Release of Lien for both ECHO and Match dollars must be provided for reimbursements to be processed for Not-for-Profits. (4) Listed expenditure categories <u>must</u> correspond with the categories listed in the original application budget or an explanation must be given as to why they are different.							



ECHO GRANTS-IN-AID APPLICATION GUIDE



Approved October 2014

Updated July 2017

Updated July 2018

EXHIBIT D

ECHO Grant Project Temporary Construction Sign

		Grantee Logo
County of Volusia and (Grantee Name)		
Image of Project	Working together to improve Environmental, Cultural, Historic, and Outdoor recreation opportunities for our residents and visitors. This project is funded in part by the voter-approved Volusia ECHO grant program.	
	Grant Award: (Project Name) / (Project Type)	

Required minimum 32 sq. ft. wood sign

EXAMPLE

		Grantee Logo
County of Volusia and (Grantee Name)		
Working together to improve Environmental, Cultural, Historic, and Outdoor recreation opportunities for our residents and visitors. This project is funded partly by the voter-approved Volusia ECHO grant		
Grant Award: <type> Grant Amount: <amount>		

EXHIBIT E

ECHO Grant Project Completion Sign

- Required size: 8 sq. ft. Material: bronze, engraved granite, or bronze finish of aluminum.
- Permanently installed in a prominent, highly visible location.
- Final Design and installation site must be approved by the County.



The Volusia ECHO Grant Program was approved by Volusia County Citizens, November 2000, to construct environmental, cultural, historical, and outdoor recreation projects.

Grant Award:
<type> <year>
Grant Amount:



The Volusia ECHO Grant Program was approved by Volusia County Citizens, November 2000, to construct environmental, cultural, historical, and outdoor recreation projects.

Grant Award: <type> <year>
Grant Amount: <amount>

<type> = New Facilities, Expansion, Historic Restoration

EXHIBIT F

Example of Restrictive Covenants:

The following is an example of Restrictive Covenants:

THESE COVENANTS are entered into this <enter day> day of <enter month>, <enter year>, by the <name of organization>, <organization's complete address>, hereinafter referred to as "the Owner" and "the Grantee/Lessee," and shall be effective for a period of <insert number of years> years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located on <complete address of project location>, in the County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, FL 32720, hereinafter referred to as "the County," in the amount of <insert grant amount>, to be used for the construction of the facility for public use specifically described in the ECHO Grant Agreement and its attached documents, situated on the property of the Owner as described as Exhibit A, and Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner and the Grantee/Lessee agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. GY <enter grant number>.
2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of <enter number of years> years from the date of recordation, and that if the restrictions are violated within the <enter number of years> -year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to return of the entire grant amount, less the quotient of 2 divided by the number of years in the time period times each year past the mid period of the effective time period times the grant amount. For instance, if the effective period is for forty (40) years and the violation occurs after the thirtieth anniversary of the effective date of these covenants, but prior to the thirty-first anniversary, the County shall be entitled to return of 50% of the original grant amount.
4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated <insert date>. To insure the ability to repay the grant, the Owner and Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.
5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida, and shall pay any and all expenses associated with their filings and recording.
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

(APPROPRIATE SIGNATURES WILL BE ADDED BASED ON OWNERSHIP OF PROPERTY)

FOR ACCOUNTING USE ONLY

VENDOR CODE: _____

ACCOUNTING PERIOD: _____ BUDGET FY: _____

SCH PAY DATE: _____ CHECK CATEGORY: _____

OFFSET LIABILITY ACCT: _____ SINGLE CHECK: _____

DOCUMENT TOTAL: _____

COUNTY OF VOLUSIA

COMMUNITY SERVICES DEPARTMENT
ECHO GRANTS IN AID LETTER CONTRACT

Issue Date:

Issued By: Community Services Department
ECHO Grants-In-Aid
123 West Indiana Ave.
Deland, FL 32720

Issued To Vendor #: POO63070000**Vendor Name:** City of Port Orange**Address:** 1000 City Center Cir, Port Orange, FL 32129**Phone Number:** (386) 756-5243

REQUEST No.	FUND	AGENCY	ORG.	OBJECT	PROGRAM	TOTAL
	160	680	6019	8000	ECHO 19-11	\$ 400,000.00

Description: To provide grant awards to eligible applicants as described in Resolution 2000-156 for the purpose of acquiring, constructing or restoring environmental learning, cultural, historical/heritage and outdoor recreation facilities through a grant application process.

19-11 : Please reference this number on all invoices for payment and correspondence.

Terms: Financial assistance for grant activity will be FY 18 –19 (4/1/19 – 9/30/19), FY 19-20 (10/1/19 – 9/30/20) and FY 20 – 21 (10/1/20 – 09/30/2021)

Funding: Payments will be made to the recipient for reimbursement of eligible expenditures approved by the ECHO program coordinator. Quarterly, the recipient must submit a Quarterly Report and a Reimbursement Request. The County may allow additional reimbursement requests but at a minimum the grantee shall provide one per quarter after the grant is awarded even if the reimbursement request is \$0. The County shall retain 10% of each reimbursement amount until the ECHO project is finished, all reports are complete, and the final permanent ECHO sign is installed.

Use of Funds: Funds must be used as proposed in the grant application submitted and included as part of the Grant Agreement approved by the County Council on March 19, 2019.

Reviewed By _____ Date _____

Department Head _____ Date _____

Purchasing Director _____ Date _____

X
Agency Acknowledgement _____ Date _____

Restrictive Covenants

THESE COVENANTS are entered into this ____ day of _____, 2019, by the **City of Port Orange** *Hereinafter referred to as "the Owner"* and the **City of Port Orange**, *hereinafter referred to as "the Grantee/Lessee,"* and shall be effective for a period of **30** years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located **4655 City Center Circle, Port Orange, FL 32129**, in the County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, FL 32720, hereinafter referred to as "the County," in the amount of **\$400,000.00**, to be used for the construction of the facility for public use specifically described in the ECHO Grant Agreement and its attached documents, situated on the property of the Owner as described as Exhibit A, and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner and the Grantee/Lessee agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. GY **19-11**.
2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of **30** years from the date of recordation, and that if the restrictions are violated within the **30** -year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to return of the entire grant amount, less the quotient of 2 divided by the number of years in the time period times each year past the mid period of the effective time period times the grant amount. For instance, if the effective period is for thirty (30) years and the violation occurs after the twentieth anniversary of the effective date of these covenants, but prior to the twenty-first anniversary, the County shall be entitled to return of 50% of the original grant amount.
4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated March 19, 2019. To insure the ability to repay the grant, the Owner and Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.

5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida, and shall pay any and all expenses associated with their filings and recording.
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

OWNER:

Witness: _____
Sign

Witness: _____
Sign

GRANTEE:

Print

Print

SWORN TO and subscribed before me this day of , 2019 by _____
Such person (s) are:

- ☐ personally know to me
☐ produced a current driver license(s)
☐ produced _____ as identification

NOTARY PUBLIC SEAL

Notary Public Signature

Printed, typed or stamped name of Notary Public

Commission No:

My Commission Expires:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: Yes

SUBJECT: (B10) Resolution No. 19-17 - 2017 Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$10,000 from Florida Department of Law Enforcement for Cell Phone and Computer Forensics Software

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 19-17, Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$10,000 from Florida Department of Law Enforcement for Cell Phone and Computer Forensics Software

SUMMARY: An application for the FY17 Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) program was submitted to Florida Department of Law Enforcement requesting \$10,000 for Cell Phone and Computer Forensics Software. FDLE approved the grant application and staff is requesting Council approve the subaward #2019-JAGD-VOLU-1-N3-037 in the amount of \$10,000. Funds will be utilized to purchase cell phone and computer forensics software. No matching funds are required for this grant program.

Project No.: Funding Account No.:

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Reso. No. 19-17	Reso. No. 19-17 .pdf
2.	EMAIL (Subgrant # 2019-JAGD-VOLU-1-N3-037) - Subgrant Application Awarded	EMAIL (Subgrant # 2019-JAGD-VOLU-1-N3-037) - Subgrant Application Awarded.pdf
3.	Contract No. 2019-JAGD-VOLU-1-N3-037	Contract No. 2019-JAGD-VOLU-1-N3-037.pdf
4.	Subaward Standard Conditions	Subaward Standard Conditions.pdf

Amanda Lasecki
William Proctor
Thomas Grimaldi
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 4/15/2019
Approved - 4/16/2019
Approved - 4/16/2019
Approved - 4/19/2019
Approved - 4/26/2019
Approved - 4/30/2019
Final Approval - 5/1/2019

RESOLUTION NO. 19-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
ACCEPTING FINANCIAL GRANT ASSISTANCE FROM THE
FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM; AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE AGREEMENTS AND
CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department applied for a Florida Department of Law Enforcement (FDLE) 2017 Edward Byrne Memorial Justice Assistance Grant for the purchase of cell phone and computer forensics software; and

WHEREAS, FDLE approved the grant application in the amount of \$10,000.00.

WHEREAS, the City Council of the City of Port Orange desires to accept the financial grant assistance from FDLE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA as follows:

Section 1. The City Council of the City of Port Orange hereby accepts the FDLE 2017 Edward Byrne Memorial Justice Assistance Grant in the amount of \$10,000.00.

Section 2. The Mayor and the City Clerk of the City of Port Orange are hereby authorized to execute agreements or contracts necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2017

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

From: RonaKayCradit@fdle.state.fl.us
To: [Lasecki, Amanda](#)
Cc: RonaKayCradit@fdle.state.fl.us; [Harrison, William](#); clydesmith@fdle.state.fl.us
Subject: [EXT] SIMON (Subgrant # 2019-JAGD-VOLU-1-N3-037) - Subgrant Application Awarded
Date: Friday, April 12, 2019 9:03:04 PM

The Subgrant Application for the project entitled CELL PHONE AND COMPUTER FORENSICS SOFTWARE (Subgrant # 2019-JAGD-VOLU-1-N3-037) has been approved. You will receive your paper copy shortly. The approved contract can be accessed by logging into SIMON:

1. Select the "My Account >> Applications/Contracts" menu option and then click on the Project Title in the Awarded Applications section.
2. Click the "View Subgrant" link in the left sidebar.

If you have any questions, please contact your grant manager, Clyde Smith, at the Office of Criminal Justice Grants, Florida Department of Law Enforcement (850) 617-1250.



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

RECEIVED

April 19, 2019

APR 29 2019

CITY OF PORT ORANGE
MAYOR

Honorable Donald Burnette
Mayor
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129-4144

Re: Contract No. 2019-JAGD-VOLU-1-N3-037

Dear Mayor Burnette:

The Florida Department of Law Enforcement is pleased to award to the City of Port Orange a subgrant in the amount of \$10,000.00 for the project titled CELL PHONE AND COMPUTER FORENSICS SOFTWARE . This subgrant is provided under the Edward Byrne Memorial Justice Assistance Grant (JAG) Direct Program and approved under Florida's state JAG award 2017-MU-BX-0187 from the United States Department of Justice. These funds shall be used for the purpose(s) identified in the enclosed subaward agreement.

This subaward is subject to all administrative and financial requirements, including timely submission of all financial and performance reports and compliance with all standard conditions.

In order to meet the requirements of the Transparency Florida Act (215.985, F.S.), this agreement is provided to the Florida Accountability Contract Tracking System (FACTS). If this agreement contains confidential or exempt information not subject to disclosure under Chapter 119, F.S., please contact the Office of Criminal Justice Grants (OCJG) for guidance on requesting an exemption.

The enclosed Certificate of Acceptance is required to be completed and returned within thirty (30) calendar days from the date of award. Completion of the Certificate of Acceptance constitutes official acceptance of the subaward and all associated terms and conditions. The Department is unable to reimburse any project expenditures until this certificate is received.

We look forward to working with you on this project. Please contact your grant manager at (850) 617-1250 if you have any questions or if we can be of further assistance.

Sincerely,

Rona Kay Credit
Bureau Chief

RKC/pg

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

CERTIFICATE OF ACCEPTANCE

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2019-JAGD-VOLU-1-N3-037, in the amount of \$10,000.00, for a project titled, CELL PHONE AND COMPUTER FORENSICS SOFTWARE , for the period of 01/01/2019 through 06/30/2019, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that the subrecipient adhere to the following:

SUPPLANTING: Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds which have been appropriated or allocated for the same purpose. Federal funds may also not be used to replace state or local funds required by law. In accepting this award the subrecipient certifies that it will not or has not supplanted with federal funds for the approved project.

PROCUREMENT STANDARDS: The subrecipient certifies all procurement transactions will comply with the subrecipient's procurement policy provided the policy is compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.317-326. In the event the subrecipient's procurement policy does not comply with the OMB procurement requirements, the subrecipient ensures all grant-related procurements will be conducted in a manner consistent with the federal standards.

CONFLICT OF INTEREST: Decisions related to use these grant funds must be free from undisclosed personal or organizational conflicts of interest, both in fact and in appearance. The subrecipient certifies the unit of government below is compliant with OMB Uniform Requirements, 2 C.F.R. 200.112, regarding conflict of interest, and will notify FDLE's Office of Criminal Justice Grants, in writing, of any potential conflicts of interest in accordance with this agreement. The subrecipient also agrees to disclose in a timely manner, in writing, all violations of state or federal criminal law involving fraud, bribery, or gratuity violations.

8 U.S.C. 1373: The subrecipient certifies the unit of government below is in, and will maintain throughout the life of this subaward, compliance with the conditions outlined in the subaward Standard Conditions, Section VII Compliance with 8 U.S.C. 1373. The subrecipient also agrees to disclose in a timely manner, in writing, all violations of these conditions, and any credible evidence indicating a federally funded program or activity, at any tier, is subject to an "information communication restriction."

(Signature of Subgrantee's Authorized Official)

(Print Name and Title of Official)

(Name of Subgrantee)

(Date of Acceptance)

CERTIFICATE OF SUBAWARD

Subrecipient: City of Port Orange

Date of Award: 04/12/2019

Grant Period: From: 01/01/2019 TO: 06/30/2019

Project Title: CELL PHONE AND COMPUTER FORENSICS SOFTWARE

Grant Number: 2019-JAGD-VOLU-1-N3-037

Federal Funds: \$10,000.00

Matching Funds: \$ 0.00

Total Project Cost: \$10,000.00

CFDA Number: 16.738

Federal Award Number: 2017-MU-BX-0187

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

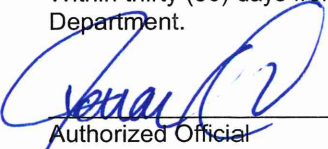
Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, and/or Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R. Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

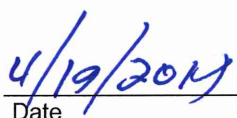
This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and provided to the Department upon request.

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

Within thirty (30) days from the date of award, a properly executed Certificate of Acceptance must be returned to the Department.



Authorized Official
Rona Kay Cradit
Bureau Chief



Date

☒ This award is subject to special conditions (attached).

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SPECIAL CONDITIONS

Subrecipient: City of Port Orange

Grant Number: 2019-JAGD-VOLU-1-N3-037

Grant Title: CELL PHONE AND COMPUTER FORENSICS SOFTWARE

In addition to the general conditions applicable to fiscal administration, this subaward is subject to the following Special Condition(s):

Ref# S39522: The inventory system for the City of Port Orange does not appear to comply with all federal requirements outlined in the Office of Management and Budget (OMB), Uniform Requirements, 2 C.F.R. 200.310-316. All subaward equipment tracking must comply with the standards identified in OMB's Uniform Requirements, and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of Port Orange
County: Volusia

Chief Official

Name: Donald Burnette
Title: Mayor
Address: 1000 City Center Circle
City: Port Orange
State: FL **Zip:** 32129-4144
Phone: 386-295-5760 **Ext:**
Fax: 386-756-5208
Email: Dburnette@port-orange.org

Chief Financial Officer

Name: Tracey Riehm
Title: Finance Director
Address: 1000 City Center Circle
City: Port Orange
State: FL **Zip:** 32129-4062
Phone: 386-506-5710 **Ext:**
Fax: 386-506-5711
Email: triehm@port-orange.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: Port Orange Police Department
County: Volusia

Chief Official

Name: Thomas Grimaldi
Title: Chief of Police
Address: 4545 Clyde Morris Boulevard
City: Port Orange
State: FL **Zip:** 32129-4062
Phone: 386-506-5870 **Ext:**
Fax: 386-756-5311
Email: tgrimaldi@port-orange.org

Project Director

Name: William Harrison
Title: Detective
Address: 4545 Clyde Morris Boulevard
City: Port Orange
State: FL **Zip:** 32129-4062
Phone: 386-506-5893 **Ext:**
Fax: 386-506-5711
Email: wharrison@port-orange.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: CELL PHONE AND COMPUTER FORENSICS SOFTWARE
Subgrant Recipient: City of Port Orange
Implementing Agency: Port Orange Police Department
Project Start Date: 1/1/2019 **End Date:** 6/30/2019

Problem Identification

The Port Orange Police Department has seen an increase in cases involving technologies including cellular phones and computers as evidence. During previous cases where cellular phones and computers needed to be analyzed they were sent to the Sheriff's Office or the Daytona Beach Police Department. The City of Port Orange Police Department is currently limited by the case load of the agencies providing assistance which leads to long turn around times in receiving necessary evidence. When a warrant is issued for the collection of evidence the protocol is to provide the court the information that was recovered in ten days. The current turnaround time for this information is between one and two months for the outside agencies to review the digital evidence. In many situations consent is initially provided to analyze the device only to later become revoked after the subject learns it may take several months before their computer or cellular phone is returned to them. If the forensic analysis could be completed by the Port Orange Police Department the turn around on devices would be reduced from several months to several hours. Funds for the software purchase are not available in the general revenue fund therefore this grant would provide the necessary funds for this essential purchase.

Project Summary (Scope of Work)

Using grant funds The Port Orange Police Department proposes to purchase software that forensically copy and investigate cellular phones and computers. If the forensic analysis could be completed by the Port Orange Police Department the turn around on devices would be reduced from several months to several hours. This would allow more devices to be analyzed, since the turnaround time would be much shorter less people would revoke their consent since they wouldn't be without their devices for as long.

The anticipated timeline for this project is as follows. Once a grant award is made and funds become available the software will be purchased. Once purchased the Information Technology Department will install the software. Currently, a training class is anticipated to be offered in March 2019 to train officers to use the software. Once the payment has been made supporting documentation will be provided.

Documentation of deliverables must be maintained by the sub-recipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

All activities discussed in the scope of work or project deliverables are for the equipment to be purchased for this project.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 17

Question: What is the name of the jurisdiction your agency serves? (i.e., your city or your county)

Answer: City of Port Orange

Question: What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?

Answer: 56048

Question: What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.

Answer: 4545 Clyde Morris Blvd.
Port Orange, FL 32129

Question: Describe your agency (e.g., municipal government, school board, sheriff's office).

Answer: Municipal Government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 5000

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 02 - Crime Laboratory/Forensics

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No other resources will be used during the grant period.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Yes, the Port Orange Police Department will use a survey to address: public satisfaction with police services, and public perceptions of crime problems.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Community meetings are attended monthly, news letters are distributed monthly, social media is utilized on a weekly and daily basis as necessary, and there are several community outreach events held throughout the year.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

- Goal:** The City of Port Orange Police Department utilizes a Citizen's Police Academy, internships for universities and high schools, a volunteer program, k-12 school programs, and a youth athletic program.
- Measure:** General 11
Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.
- Goal:** The goal of this funding is the increase the forensic technology available for collecting and analyzing evidence in cases involving cellular phones and computers.
- Measure:** General 12
Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?
- Goal:** Yes
- Measure:** General 13
Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).
- Goal:** Implementing new software takes time and training and a barrier to meeting the goal will be the startup period necessary to incorporate the new forensic technology.
- Measure:** General 14
Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?
- Goal:** Yes
- Measure:** General 11b
What major activities are planned for each of your goals listed in question 11?
- Goal:** The major activities planned for the goal of increasing forensic technology available for collecting and analyzing evidence include the purchase of software as well as training on effective use of the software to assist with cases involving cellular phones and computers.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

- Objective:** Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.
- Measure:** Equipment 01
Do the Subrecipient and Implementing agencies understand that they will

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Goal: be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?
Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000412

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$10,000.00	\$0.00	\$10,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$10,000.00	\$0.00	\$10,000.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

Budget Category: Operating Capital Outlay

Cell Phone and Computer Forensics Software at approximately \$11,995.00 each.

Total Cost- \$11,995.00

The grant funding will be utilized for \$10,000.00 of the purchase and the remaining \$1,995.00 would be made utilizing funds from Port Orange Police Department forfeiture accounts.

No warranties and no shipping and handling.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase? (Documentation will be required.)

Answer: N/A

Question: If fringe benefits are included, are they detailed in the budget narrative?

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Competitive bid

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers, whiteout, etc.
are not acceptable.**

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: _____

Rona Kay Cradit, Bureau Chief

Date: _____

4/12/2019

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: _____

City of Port Orange

Signature: _____

Typed Name and Title: _____

Donald Burnette, Mayor

Date: _____

10/19/18

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: _____

Port Orange Police Department

Signature: _____

Typed Name and Title: _____

Chief Thomas Grimaldi

Date: _____

10/16/18

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> and

<http://dos.myflorida.com/media/698314/g02-sl-2017-final.pdf>

State of Florida Statutes

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation

at 48 CFR Subpart 2.1 (Definitions). It is \$3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and

the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this

condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

12.0 Such background investigations shall be conducted at the expense of *the employing agency or employee*. **Privacy Certification** - The subrecipient must comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any

party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment -

The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act -

The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 Immigration and Nationality Act -

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination

FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 -

The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification

(EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program

(EEOC) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972

If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations

The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act -

Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) -

Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 -

Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) -

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination -

In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the

finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

- 10.0 Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.
- 13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management

systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.
- 2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).
- 3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director,

Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or

services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted in SIMON no later than ninety (90) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

- 7.0 Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

- 8.0 Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about

such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The subrecipient shall establish and administer a system to protect,

preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter

10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price

is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also Chief Financial Officer Memorandum No. 02 (2012-2013).

- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".

- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal

program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per

eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

- 11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate

to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any curricula, training materials, or any other written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

- 1) "This project was supported by Grant No. 2017-MU-BX-0187 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website that funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for

law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

14.0 Interoperable Communications Guidance -

Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at

www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant

award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

15.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

SECTION VII: COMPLIANCE WITH 8 U.S.C. § 1373

1.0 In regards to the program or activity funded under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2.0 A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 signed by the chief legal officer of the third tier subrecipient.

3.0 Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

5.0 For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

8.0 Nothing in this condition shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection

of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and

other outreach to decrease crashes caused by distracted drivers.

persons are incorporated by reference and posted at www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: Yes

SUBJECT: (B11) Resolution No. 19-19 - Approving the Local Agency Program (LAP) Agreement for the construction of N Spruce Creek Sidewalks

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 19-19, the Local Agency Program (LAP) Agreement for the construction of N. Spruce Creek Sidewalks and authorizing the Mayor and City Clerk to execute the Agreement and Resolution.

SUMMARY:

The Florida Department of Transportation (FDOT) has requested the City execute the attached Local Agency Program (LAP) Agreement and Resolution for the construction of N. Spruce Creek Sidewalk project. The River to Sea Transportation Planning Organization (R2CTPO) and FDOT has agreed to fund the costs for construction in an amount not to exceed \$315,268 of the estimated total construction cost of \$409,741.

The project consists of installation of 8-ft wide, concrete sidewalks along the east side of N. Spruce Creek Road from Nova Road (SR 5A) to the northwest corner of the Maplewood Subdivision, and along the west side of N. Spruce Creek Road from the north driveway of the Riverwood Shopping Center to Angelina Court.

Once the LAP agreement is executed by the City and FDOT, a Notice to Proceed will be issued allowing the project to be bid for construction. The City is on schedule to advertise for bid in June with a bid opening in August. The bid award is anticipated to come before City Council in Fall 2019.

Project No.: OMI017
OMI017

Funding Account No.: 312-4300-541.31-97
312-4310-541.63-97

Presenter:

ATTACHMENTS:

1.	Reso. No. 19-19	Reso. No. 19-19.pdf
2.	Reso. No. 19-19 Exhibit 1	Reso. No. 19-19 Exhibit 1.pdf

Margaret Tomlinson	Created/Initiated - 4/18/2019
Tim Burman	Approved - 4/18/2019
Scott Neils	Approved - 4/19/2019
Margaret Roberts	Approved - 4/26/2019
Jake Johansson	Approved - 4/30/2019
Robin Fenwick	Final Approval - 5/1/2019

RESOLUTION NO. 19-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT FOR FPN 435539-1-58/68-01, FOR CONSTRUCTION OF NORTH SPRUCE CREEK SIDEWALK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the Local Agency Program (LAP) Agreement for construction of North Spruce Creek Sidewalks; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Port Orange to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the project FPN 435539-1-58/68-01.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange, Florida, hereby approves and authorizes the Mayor and City Clerk to make, execute, and deliver to the State of Florida Department of Transportation the Supplemental Local Agency Program Agreement for the project FPN 435539-1-58/68-01, a copy of which is attached hereto as **Exhibit "1"**.

Section 2. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Exhibit "1"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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FPN: <u>435539-1-58-01</u>	FPN: <u>435539-1-68-01</u>	FPN: _____
Federal No (FAIN): <u>D518 067 B</u>	Federal No (FAIN): <u>N/A</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: <u>N/A</u>	Federal Award Date: _____
Fund: <u>ACTU / SU / TALU / LF</u>	Fund: <u>LF</u>	Fund: _____
Org Code: <u>55054010508</u>	Org Code: <u>N/A</u>	Org Code: _____
FLAIR Approp: <u>088717</u>	FLAIR Approp: <u>N/A</u>	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: <u>N/A</u>	FLAIR Obj: _____
County No: <u>79</u> Contract No: _____		
Recipient Vendor No: <u>F596000412003</u> Recipient DUNS No: <u>080827082</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and the City of Port Orange ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Construction and CEI Services for the North Spruce Creek Road Sidewalk from Nova Road to Angelina Court, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before August 31, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 409,741.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$315,268.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 - ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the

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[RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

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- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

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- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

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j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A.

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF PORT ORANGE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Legal Review:

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435539-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the City of Port Orange (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description

PROJECT DESCRIPTION:

The North Spruce Creek Road Sidewalk project is located within the City of Port Orange. The project includes installation of 6-foot and 8-foot wide concrete sidewalk, approximately 0.30 miles in length. The sidewalk along the west side of the North Spruce Creek Road will be approximately 720 feet in length and have limits from the north driveway of the Riverwood Shopping Center to Angelina Court. The sidewalk along the east side of North Spruce Creek Road will span the entire project limits for an approximate length of 1,585 feet.

Sidewalk project elements include driveway reconstruction, concrete removal, replacement of curb and gutter, two small traffic separators, mailbox replacement, and detectable warning surfaces. The north driveway of the Riverwood Shopping Center is being milled and resurfaced for accessibility compliance. There are minor drainage improvements to include pipe extension, an end wall, installation of inlets, a manhole, and re-grading of ditches/swales. The existing pedestrian signals on the north side of the intersection of Nova Road and Spruce Creek Road are currently not ADA compliant. Therefore, this project includes pedestrian signals and detector removal, installation of conduit and pull boxes, installation of aluminum pedestals, pedestrian signals heads and detectors. In addition, mobilization, maintenance of traffic, erosion control, clearing and grubbing, signage, thermoplastic striping and sodding are also included as part of this project.

Utilities for this project have been coordinated. City of Port Orange owned valve box adjustments are included as part of this project. A SJRWMD exemption permit has been obtained. Right-of-way was not obtained for this project.

The City of Port Orange requires sidewalk to be 4-inches thick concrete with No. 4 metal rebar, and 3,000 psi strength concrete. Federal funds reimburse for sidewalk that is 4-inches thick, 2,500 psi strength concrete. The upgrade is included as a bid alternate. The difference will be funded through local funds.

The City of Port Orange requires driveways to be 6-inches thick concrete with No. 4 metal rebar, and 3,000 psi strength concrete. Federal funds will reimburse for driveways that are 6-inches thick, 2,500 psi strength concrete. The upgrade is included as a bid alternate. The difference will be funded through local funds.

A residential home driveway at STA 113+39.47 is being widened from 10 feet to 18 feet. The widening to 18 feet will not be eligible for reimbursement with federal funds. The upgrade is included as a bid alternate and will be funded through local funds.

The root barrier system is considered a maintenance preventative and is in-eligible for federal reimbursement. In addition, the irrigation system repairs are for irrigation systems that are privately owned therefore, in-eligible for federal reimbursement. Both items are included as bid alternates and will be funded through local funds.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The City of Port Orange is currently obtaining a single right of entry (ROE) for the reconstruction of slivers of several driveways, located on the east side of North Spruce Creek Road. This area is one parcel (not platted lots) and has a single landowner. If the ROE is not secured, the City will construct the driveway/sidewalk to the right-of-way line, ensuring ADA is met. A separate Right of Entry will be required for the selected clearing and grubbing and root barrier installation on the former Wells Fargo Bank site land. If the ROE is not secured, the City will not perform the selected clearing and grubbing and root barrier installation outside the right-of-way line.

The City of Port Orange shall construct the project within the limits of the exiting right of way. Also, all pedestrian features are to adhere to current ADA Standards.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Invoices and progress reports shall be submitted to:
D5-Construction Special Projects
D5-ConstructionSpecialProjects@dot.state.fl.us
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by August 1, 2019.
- f) Construction to be completed by April 16, 2020.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The project funding may be reduced to an amount equal to the award amount and /or the actual contract costs.

Invoice payments will be made on a pro-rata basis as a percentage of federal funding amount compared to the actual award amount.

The River to Sea TPO requires a 10% local match for the project. The total project cost for the phases of Construction and CEI Services equals \$409,741.00, yielding a required 10% match of \$40,975.00. The sum of the City's estimated contribution for federally ineligible construction costs of \$30,918.00, and the City's estimated cost for CEI services of \$63,555.00 equals \$94,473.00, which exceeds the match required. No pro-ration of invoices related to the local match will be required.

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Port Orange 1000 City Center Circle Port Orange, Florida 32129	FINANCIAL PROJECT NUMBER: 435539-1-58/68-01
---	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2018-2019 (LAP)	\$ <u>346,186.00</u>	\$ <u>30,918.00</u>	\$ <u>0.00</u>	\$ <u>315,268.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 346,186.00	\$ 30,918.00	\$ 0.00	\$ 315,268.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2018-2019 (LAP)	\$ <u>63,555.00</u>	\$ <u>63,555.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 63,555.00	\$ 63,555.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 409,741.00	\$ 94,473.00	\$ 0.00	\$ 315,268.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asgarinik
District Grant Manager Name

Signature Date

Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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EXHIBIT “D”

RECIPIENT RESOLUTION

The Recipient’s Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT “E”

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$315,268.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT "G"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

EXHIBIT “N”

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.
7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, “Engineering Study and Engineering Judgment”, of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40N
PROGRAM MANAGEMENT
OGC - 09/18
Page 2 of 2

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: Yes

SUBJECT: (B12) Resolution No. 19-20 - Partial Easement Vacation - Lot 86 -- Foxboro Phase II (618 Ipswich Lane)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 19-20.

SUMMARY: The Community Development Department has received an easement vacation application for a portion of a previously platted Drainage & Utility Easement located along the south property line of Lot 86 - Foxboro Phase II (618 Ipswich Lane). This easement is 5-feet wide and no utilities have been verified to be currently within this easement in the location of the proposed 5' x 5' vacation.

The property owners, Mr. and Mrs. Vancini, were previously granted a building permit for a swimming pool and the design of such included a spa, to which they desired to connect a propane gas tank for heating. The gas contractor submitted a building permit application which included a site plan indicating the proposed above-ground gas storage tank outside of the existing easement area; however, the property owners expressed their desire to have the tank placed along the fence line, inside the easement area, in lieu of centered in the side yard.

The property owners' request to vacate a 5' x 5' area of the easement for the placement of the propane gas storage tank and the associated piping to it from the pool equipment. Minimum distances from the gas storage tank and any nearby structures, ignition sources, or combustible materials have been verified.

City of Port Orange Resolution No. 10-7 provides for certain construction in easements; however, the policy specifically prohibits the installation of fuel storage tanks, whether above or below ground, unless the easement vacation procedure is completed. The property owners' request can be fulfilled with the granting of the easement vacation.

The easement vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns. There are no planned drainage or utility improvements proposed for the subject easement.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Reso. No. 19-20	Reso. No. 19-20.pdf
2.	Reso. No. 19-20 Exhibit A	Reso. No. 19-20 Exhibit A.pdf
3.	Lot 86 Foxboro II Case Summary	Lot 86 Foxboro II Case Summary.pdf
4.	Lot 86 - Foxboro II Location Map	Lot 86 - Foxboro II Location Map.pdf
5.	Lot 86 - Foxboro II Application	Lot 86 - Foxboro II Application.pdf
6.	Lot 86 - Foxboro II Sketch	Lot 86 - Foxboro II Sketch.pdf
7.	Lot 86 - Foxboro II Photos	Lot 86 - Foxboro II Photos.pdf
8.	Lot 86 Foxboro II - Aerial	Lot 86 Foxboro II - Aerial.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 4/18/2019
Approved - 4/18/2019
Approved - 4/25/2019
Approved - 4/26/2019
Final Approval - 4/26/2019

RESOLUTION NO.19-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A PORTION OF THE SIDE YARD DRAINAGE
EASEMENT LOCATED AT 618 IPSWICH LANE ON LOT 86
OF THE FOXBORO SUBDIVISION – PHASE II; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Larry P. Vancini and Robin C. Vancini, are the record owners of Lot 86, Foxboro Subdivision – Phase II, according to the Warranty Deed recorded in Official Records Book 3046, Page 0537, Public Records of Volusia County, Florida, and have applied for the vacation of a portion of a 5 foot wide side-yard drainage and utility easement located at 618 Ipswich Lane, in connection with propane gas storage tank and piping related to the pool previously constructed; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that portion of the easement to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the drainage easement as more particularly described on the attached **Exhibit "A."**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The interest of the public in the portion of the drainage and utility easement depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements located within Lot 86 Foxboro Subdivision – Phase 2, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the drainage and utility easements, the Property Owner accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR DONALD O. BURNETTE

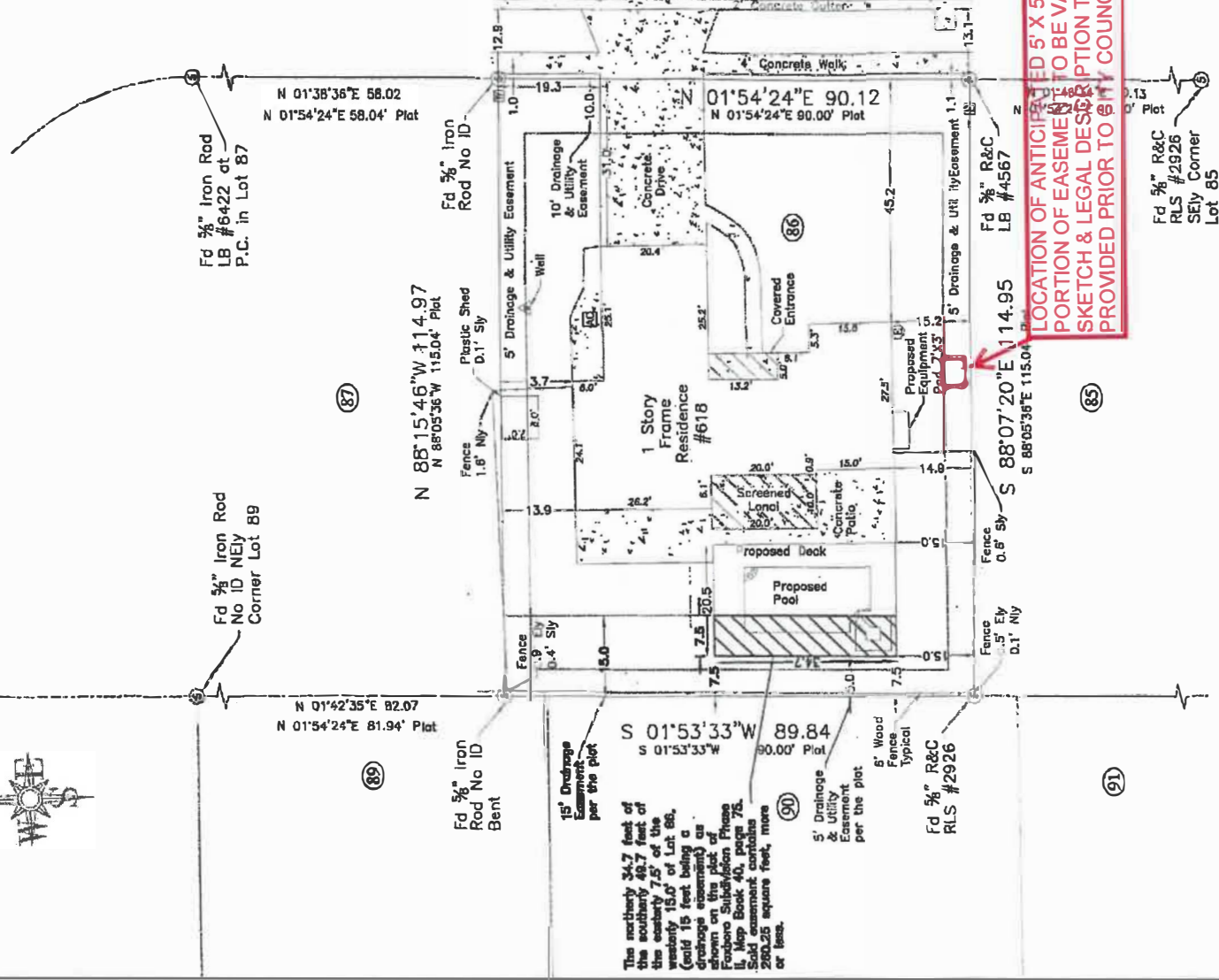
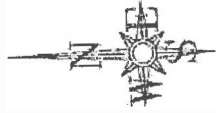
ATTEST

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2019

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

SKETCH of DESCRIPTION



LOCATION OF ANTICIPATED 5' X 5' PORTION OF EASEMENT TO BE VACATED; SKETCH & LEGAL DESCRIPTION TO BE PROVIDED PRIOR TO CITY COUNCIL MTG

Digitally signed by

Job Number 18192 Encement Ord #18192 FB 328 0
1-2

MAYER LAND SURVEYING, INC.
LICENSED BUSINESS #877
MICHAEL M. MYER #LS 4008
PROFESSIONAL LAND SURVEYOR
316 REDWOOD AVENUE HOLLY HILL, FLORIDA 32117
286 255-6304 Phone MAYER4008@GMAIL.COM

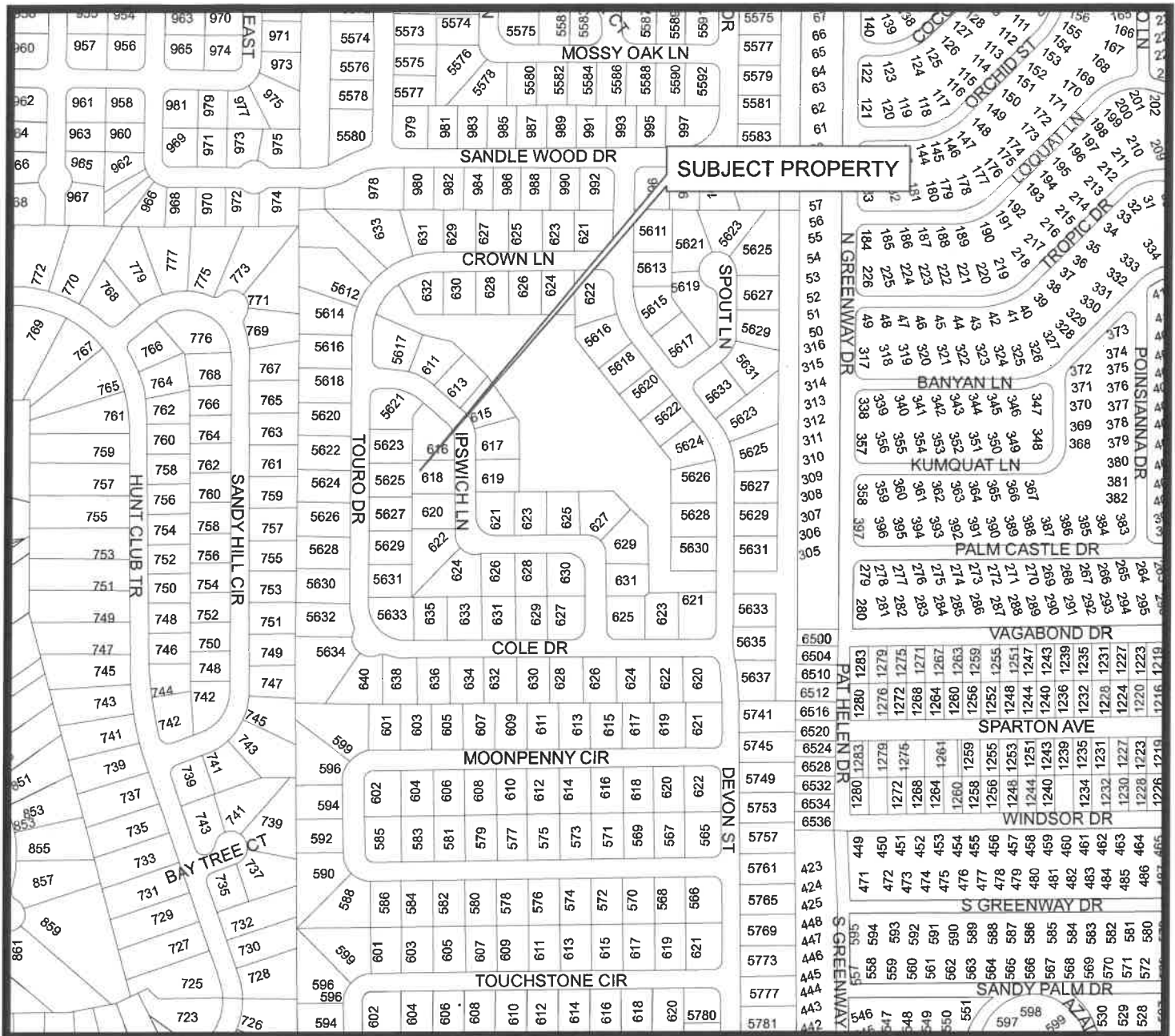
SCALE
1" = 20'

ED	DRAWN
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DATE 6/8/18

CASE SUMMARY
#19-35000002 LOT 86 – FOXBORO PHASE II
PROPOSED DRAINAGE & UTILITY EASEMENT VACATION

Submittal Date.: 4/16/2019	Application Fee: N/A
Property Address/Location: 618 Ipswich Lane	Parcel No.: 6316-12-00-0860
Staff Contact: P.Cruz / L.Epstein	
Applicant's Name: LARRY VANCINI	Owner's Name: LARRY & ROBIN VANCINI
Applicant's Address: 618 IPSWICH LANE PORT ORANGE, FL 32127	Owner's Address: 618 IPSWICH LANE PORT ORANGE, FL 32127
Description of Request: To vacate a portion of the 5-foot wide Drainage & Utility Easement located along the south property line for the purpose of an above ground propane gas storage tank and piping to a swimming pool/spa heater.	
SUMMARY OF EVENTS: Application received Advertised in News Journal CC approved request Quit claim sent to applicant/owner	
CITY COUNCIL MEETING DATE:	RESOLUTION NO.:
COMMENTS:	



Case No.: 19-35000002

Applicant:

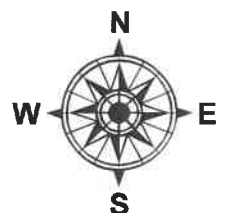
LARRY & ROBIN VANCINI

Location: 618 Ipswich Lane

Requested Action: To vacate a portion of the Drainage & Utility Easement located in the side yard of Lot 86, Foxboro Phase II, for propane gas storage tank and piping.



Location Map
CITY OF PORT ORANGE
 DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.

19-35000002

DATE APPLICATION RECEIVED

APR 16 2019

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699
www.port-orange.org

EASEMENT VACATION APPLICATION

Applicant: Larry P Vancini

Address: 618 Ipswich Lane, Port Orange FL

Phone: 407-376-7048

Fax: _____

Email: lpvancini@gmail.com

Property Owner(s): Larry and Robin Vancini

Address: 618 Ipswich Lane

Phone: 407-376-7078

Fax: _____

Email: lpvancini@gmail.com

Subject Property Address: 618 Ipswich Lane

Subdivision Name: Foxboro Phase II

Lot Number: 86

Parcel No.: 631612000860

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area *(provide a separate attachment if necessary):*

see survey

Purpose for the proposed easement vacation: LP tank

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement vacation area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of \$250.00
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature: L P Van Date: _____

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: L P Van Date: 4/16

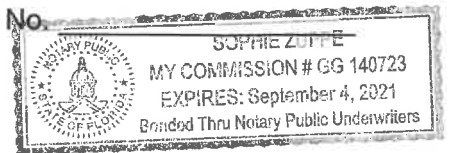
Property Owner Signature: Robin Vancini Date: 4/16

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this April 16, 2019 by Harry Vancini, who is personally known to me or who has produced FIDL as identification and who did (did not) take an oath.

Sophie Zuppe
(Signature)
Sophie Zuppe
(Name of Notary typed, printed or stamped)

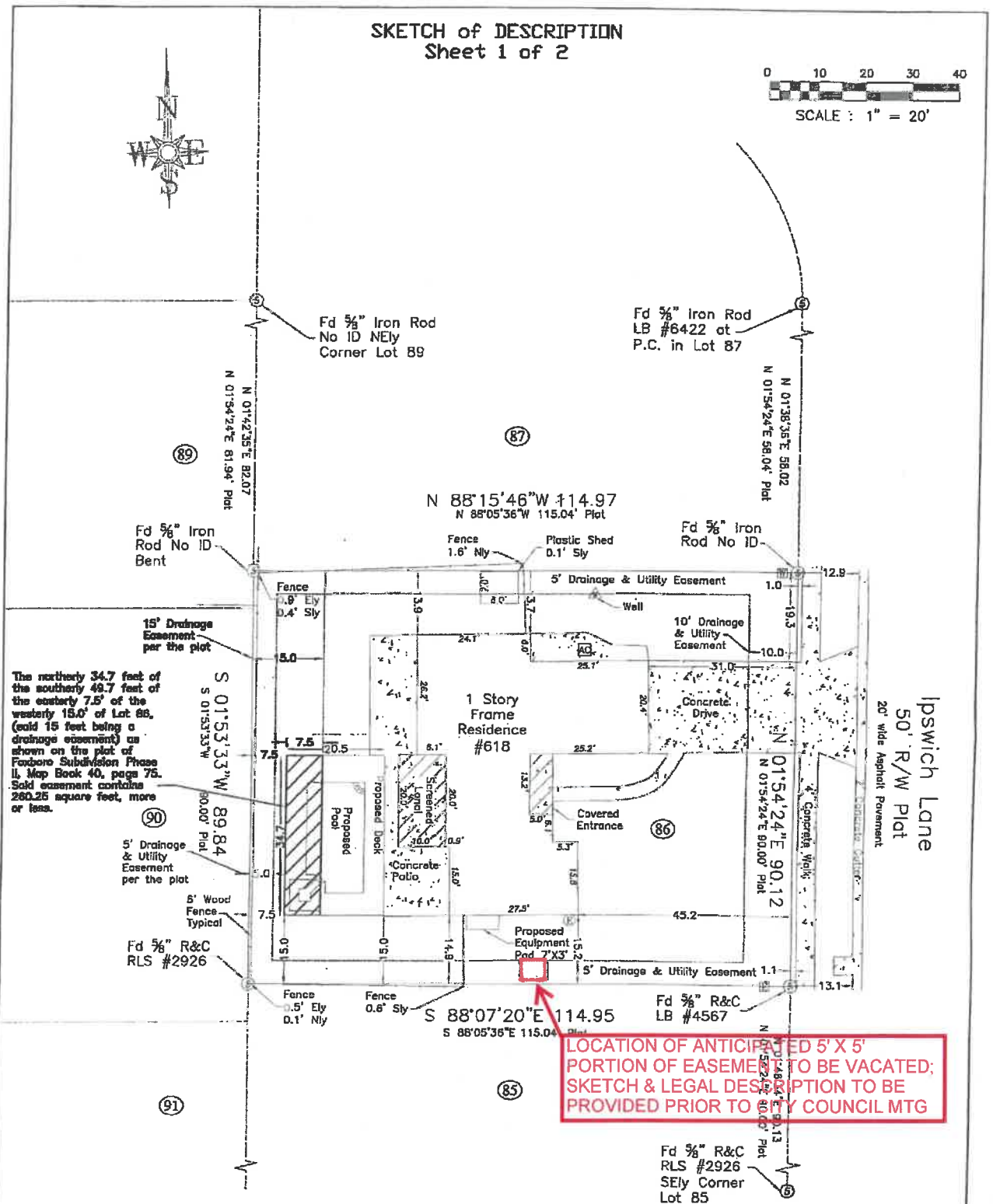
Notary Public, Commission No. _____



(Provide a separate attachment for additional properties if necessary)

SKETCH of DESCRIPTION
Sheet 1 of 2

0 10 20 30 40
SCALE : 1" = 20'



(Not valid unless accompanied by sheet 2, Report)

Job Number 18192 Easement Ord #18192 FB 32B ©
1-2

Digitally signed by
Michael Myer
Date: 2018.06.19
15:48:43 -04'00'

MYER LAND SURVEYING, INC.
LICENSED SURVEYOR #6577
MICHAEL M. MYER RLS 4006
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HILLY HILL, FLORIDA 32117
386 226-6304 Phone MYERLANDSURVEYING.COM

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 20'		ALH	MMM	6/8/18



618 IPSWICH LANE





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: Yes

SUBJECT: (B13) Major Special Event Request – Remarkable River Race 5K/10K race at Aunt Catfish Restaurant located at 4009 Halifax Drive, La Cantina Cocina located at 4085 Ridgewood Avenue and 4108 Halifax Drive

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the Remarkable River Race 5K/10K located at 4009 Halifax Drive, La Cantina Cocina located at 4085 Ridgewood Avenue and 4108 Halifax Drive, subject to the attached conditions.

SUMMARY: The applicant Katrina Guevara, owner of The Running Elements, is requesting a repeat special event, for the Remarkable River Race 5K/10K. The proposed hours of the event are from 5:00 a.m. until 11:00 a.m. on Sunday, June 9, 2019. This will be the 7th running of this event and over the last seven years there have been no reported comments.

The 5K race will start and finish in the parking lot at La Cantina Cocina located at 4085 Ridgewood Avenue. Runners will head south on Halifax Drive and turn around just past Niver Street finishing at the garage entrance to La Cantina Cocina.

The 10K race will start at La Cantina Cocina located at 4085 Ridgewood Avenue and head South on Halifax Drive turning right on Fleming Avenue, left on Palmetto Avenue, left on Katherine Street, right on Riverside/Halifax Drive turning around at the dead end to run north on Riverside/Halifax Drive, right on Harbour Point Drive, Right on Riverside/Halifax Drive, finishing at the garage entrance to La Cantina Cocina.

Both the 5K and 10K race routes are entirely within the Port Orange City limits and are the same courses that have been used for the last seven years and participants will be running within the public streets listed above.

After the completion of the race, there will be an awards ceremony, held at La Cantina Cocina located at 4085 Ridgewood Avenue. The ceremony will have designated areas for refreshments, a live DJ, and sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

Parking for the event will be in the City's lot across from Aunt Catfish's, and the lots utilized by Aunt Catfish's and La Cantina Cocina. Restrooms will be available inside Aunt Catfish's and port-o-lets will be provided by the applicant. Clean up for the race and ceremony will occur immediately after.

The proposed event has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development Departments. The applicant has received the estimates from the Police and Public Works departments for staff overtime costs to assist the event with traffic control, barriers and safety issues within the City of Port Orange. According to Code Enforcement, there are no code violations existing on the proposed sites at this time.

The applicant states that all proceeds raised from this event will directly benefit "Building Remarkable Communities, Inc.", a non-profit corporation whose mission is the eradication of domestic and family violence through prevention, education, training and program funding.

The applicants have also requested the surety bond be waived. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. Council has generally waived this bond for similar race events in the past. As a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

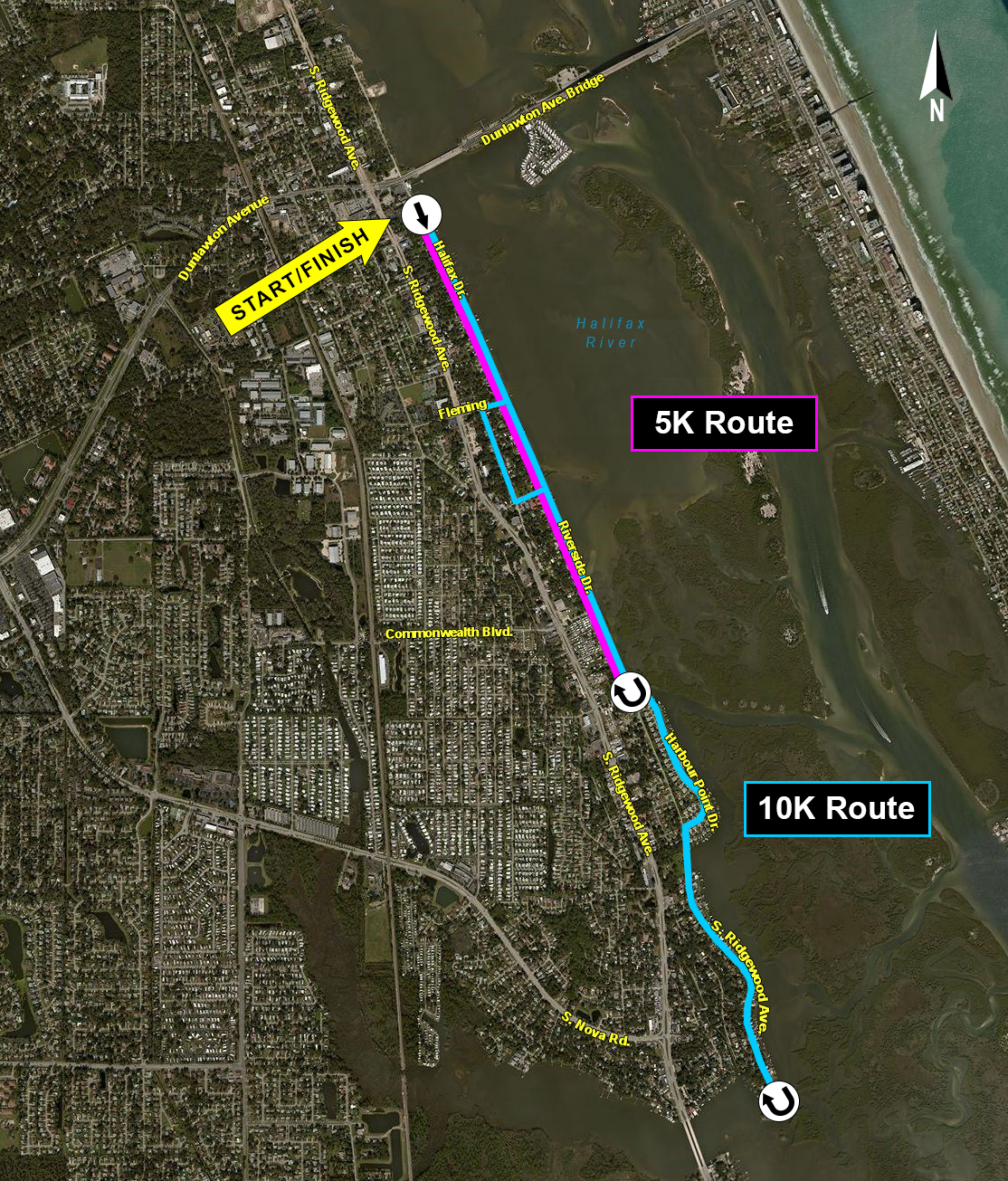
1.	Staff Recommendations	Staff Recommendations.pdf
2.	Remarkable River Race 2019 Map	Remarkable River Race 2019 Map.pdf

Briana Conlan-King	Created/Initiated - 3/18/2019
Tim Burman	Approved - 4/2/2019
Thomas Grimaldi	Approved - 4/2/2019
Ronny Buttrum	Approved - 4/2/2019
Jake Johansson	Approved - 4/4/2019
Robin Fenwick	Final Approval - 4/4/2019

RECOMMENDATION:

Staff recommends approval of the Remarkable River Race 5K/10K subject to the following conditions:

1. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
2. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
3. **Rates for this event for staff time and equipment are per Resolution 19-2.**
4. Hours of the event shall be from 5:00 a.m. until 11:00 a.m.
5. Access shall be maintained for all emergency vehicles.
6. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
7. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
8. A temporary sign permit shall be required for the one banner permitted for this event. An application shall be submitted at least two weeks prior to the event for permit approval.
9. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.
10. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).



START/FINISH

Dunlawton Ave. Bridge

Halifax River

5K Route

10K Route

S. Ridgewood Ave.

Dunlawton Avenue

Halifax Dr.
S. Ridgewood Ave.

Fleming

Riverside Dr.

Commonwealth Blvd.

S. Ridgewood Ave.

Harbour Point Dr.

S. Ridgewood Ave.

S. Nova Rd.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: Yes

SUBJECT: (B14) Approval of Administrative Code Change for Finance

DEPARTMENT: Finance

GOAL: Goal 5: Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Administrative Code change regarding the realignment within the Finance department.

SUMMARY: City Charter Article IV. Administrative, Section 4.05 describes the Administrative Code. Adopted by City Council, the Administrative Code sets forth department organization including charts depicting the chain of command.

The current Administrative Code reflects four divisions within the Finance Department; Accounting & Budget, Compliance, Customer Service, and Purchasing. There is also a Grants division that is not captured on the Administrative Code.

The proposed Administrative Code will capture this Grants Division. It will also revise the name of "Advisory Boards" to "Boards and Commissions".

The Accounting & Budget Division is responsible for a variety of functions such as budget, revenue estimates, the capital improvement plan, accounts payable, accounts receivable, assets, and grants and contract accounting. The proposed change to the Administrative Code splits the Accounting and Budget division into separate divisions, wrapping Compliance under the Accounting division. There will also be some functions of compliance completed under direct management of the Assistant Finance Director. This request will provide additional focus and support to the Accounting function. This change is budget neutral.

Future requests are being evaluated for placement in the Fiscal Year 2020 budget to elevate the Accounting division resources. Currently, during the ERP implementation, the Finance Department has been authorized two temporary roles. The first is an Accounting Supervisor and the second is an Accountant II. It is anticipated these positions will be requested to make into full authorized FTEs. In addition, the department is evaluating their request for an Internal Auditor role that would report directly to the Assistant Finance Director. These additional positions are not being requested in this item.

The current and proposed organizational chart is attached.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

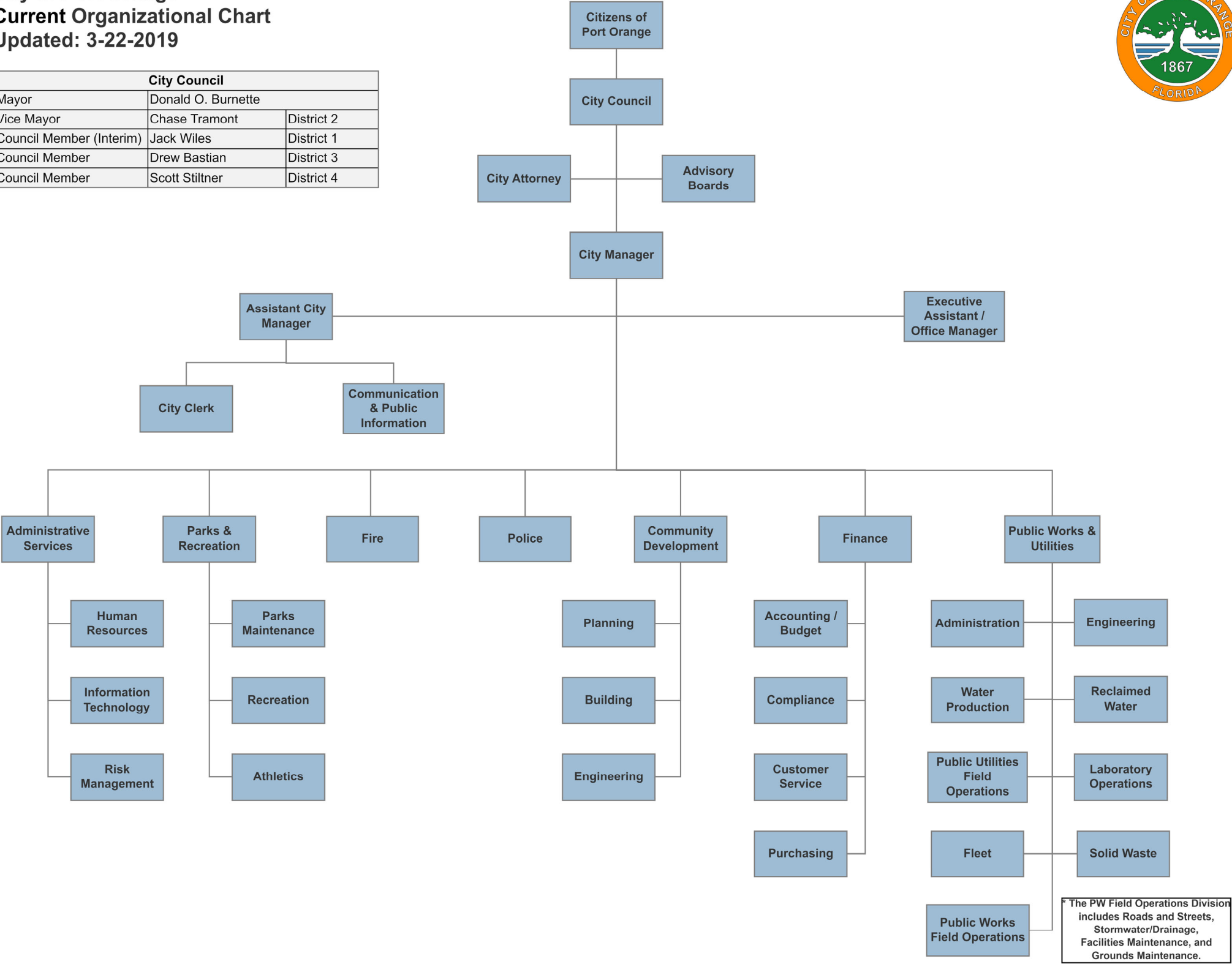
1.	CURRENT CITYWIDE ORG CHART	CURRENT CITYWIDE ORG CHART.pdf
2.	PROPOSED CITYWIDE ORG CHART	PROPOSED CITYWIDE ORG CHART.pdf

Jamie Miller	Created/Initiated - 4/9/2019
Jamie Miller	Approved - 4/9/2019
Lori Bockelman	Approved - 4/9/2019
Scott Neils	Approved - 4/9/2019
Margaret Roberts	Approved - 4/26/2019
Jake Johansson	Approved - 4/29/2019
Robin Fenwick	Final Approval - 4/29/2019

City of Port Orange
Current Organizational Chart
 Updated: 3-22-2019



City Council		
Mayor	Donald O. Burnette	
Vice Mayor	Chase Tramont	District 2
Council Member (Interim)	Jack Wiles	District 1
Council Member	Drew Bastian	District 3
Council Member	Scott Stiltner	District 4



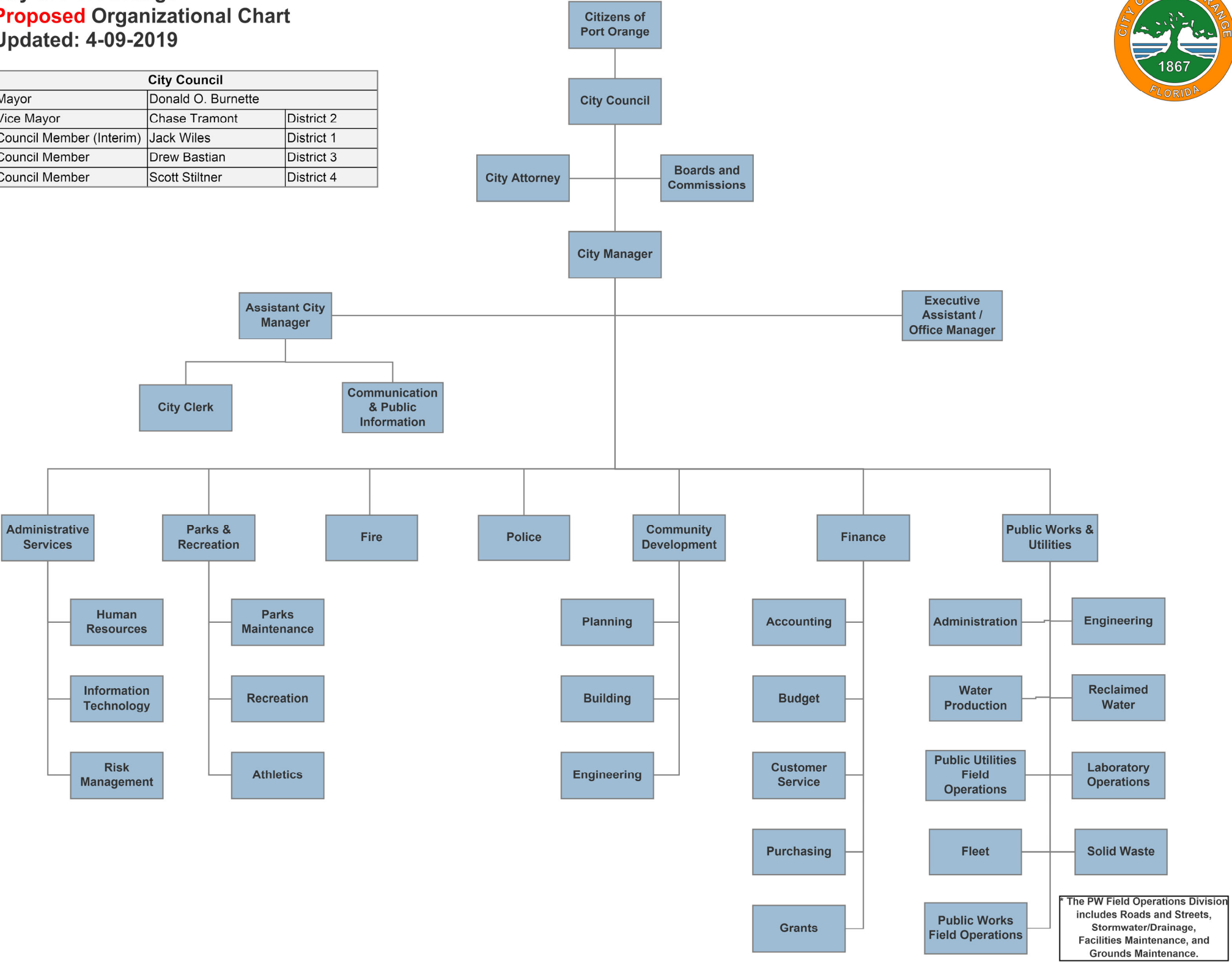
City of Port Orange

Proposed Organizational Chart

Updated: 4-09-2019



City Council		
Mayor	Donald O. Burnette	
Vice Mayor	Chase Tramont	District 2
Council Member (Interim)	Jack Wiles	District 1
Council Member	Drew Bastian	District 3
Council Member	Scott Stiltner	District 4





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: Yes

SUBJECT: (B15) Approval to Submit Grant Application for the 2018 Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) Program

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve submission of a grant application for the 2018 Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) Program subject to Certification of Compliance.

SUMMARY: The Police Department and Grants Manager are requesting permission to submit a grant application for the 2018 Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) Program. Up to \$10,000 may be requested for a project that improves the criminal justice system. No match is required for this grant program.

Project No.: Funding Account No.:

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	FY2018_JAGD-Allocations	FY2018_JAGD-Allocations.pdf
2.	18JAGSt_1373Sub_local	18JAGSt_1373Sub_local.pdf

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Final Approval - 5/1/2019

FY 2018 JAGD Allocations

Released 04/02/2019

County	Municipality	Allocation	County	Municipality	Allocation
ALACHUA	Alachua City	\$2,069	LEE	Sanibel	\$1,000
	High Springs	\$1,000	LEVY	Chiefland	\$1,555
BAKER	Baker County	\$2,833		Williston	\$1,000
BAY	Lynn Haven	\$3,367	LIBERTY	Liberty County	\$1,000
	Mexico Beach	\$1,000	MADISON	Madison-County	\$2,671
	Panama City Beach	\$7,080		Madison-City	\$1,386
	Parker	\$1,150	MANATEE	Bradenton Beach	\$1,000
	Springfield	\$2,712		Holmes Beach	\$1,000
BRADFORD	Bradford County	\$1,772		Longboat Key	\$1,000
	Lawtey	\$1,000		Palmetto	\$3,273
	Starke	\$1,494	MARION	Bellevue	\$2,171
BREVARD	Cocoa Beach	\$4,030		Dunnellon	\$1,000
	Indialantic	\$1,000	MARTIN	Jupiter Island	\$1,000
	Indian Harbor Beach	\$1,021		Sewall's Point	\$1,000
	Melbourne Beach	\$1,000		Stuart	\$4,368
	Melbourne Village	\$1,000	MONROE	Key Colony Beach	\$1,000
	Rockledge	\$3,739	NASSAU	Fernandina Beach	\$1,947
	Satellite Beach	\$1,000		Nassau County	\$7,323
	West Melbourne	\$4,287	OKALOOSA	Crestview	\$6,600
BROWARD	Coconut Creek	\$8,344		Fort Walton Beach	\$4,666
	Cooper City	\$3,780		Niceville	\$1,799
	Hillsboro Beach	\$1,000		Valparaiso	\$1,000
	Lauderdale-By-The-Sea	\$1,000	OKEECHOBEE	Okeechobee- City	\$1,954
	Lighthouse Point	\$1,603	ORANGE	Belle Isle	\$1,000
	Margate	\$7,878		Eatonville	\$1,062
	Parkland	\$1,914		Edgewood	\$1,000
	Pembroke Park	\$2,502		Maitland	\$2,867
	Sea Ranch Lakes	\$1,000		Oakland	\$1,000
	Seminole Tribe	\$4,010		Ocoee	\$10,000
	Southwest Ranches	\$1,000		Windermere	\$1,000
	Weston	\$3,361		Winter Park	\$7,053
	West Park	\$4,238	OSCEOLA	St. Cloud	\$4,585
	Wilton Manors	\$3,699	PALM BEACH	Atlantis	\$1,000
CALHOUN	Calhoun County	\$1,000		Gulf Stream	\$1,000
	Blountstown	\$1,000		Highland Beach	\$1,000
CHARLOTTE	Punta Gorda	\$1,772		Hypoluxo	\$1,000
CLAY	Green Cove Springs	\$1,156		Juno Beach	\$1,000
	Orange Park	\$1,000		Jupiter	\$8,878
COLLIER	Marco Island	\$1,000		Jupiter Inlet Colony	\$1,000
	Naples	\$2,786		Lake Clarke Shores	\$1,000
MIAMI-DADE	Aventura	\$10,000		Lake Park	\$5,538
	Bal Harbour	\$1,000		Lantana	\$4,476
	Bay Harbor Islands	\$1,000		Manalapan	\$1,000
	Biscayne Park	\$1,000		Mangonia Park	\$1,954

	Coral Gables	\$9,690		North Palm Beach	\$1,035
	Doral	\$10,000		Ocean Ridge	\$1,000
	El Portal	\$1,000		Pahokee	\$2,062
	Golden Beach	\$1,000		Palm Beach	\$1,000
	Hialeah Gardens	\$3,570		Palm Beach Gardens	\$10,000
	Indian Creek Village	\$1,000		Palm Beach Shores	\$1,000
	Key Biscayne	\$1,048		Palm Springs	\$7,729
	Medley	\$1,576		Royal Palm Beach	\$5,835
	Miami Lakes	\$4,361		South Bay	\$1,285
	Miami Shores	\$4,003		South Palm Beach	\$1,000
	Miami Springs	\$3,340		Tequesta Village	\$1,000
	Miccosukee Tribe	\$1,000		Wellington Village	\$8,053
	North Bay Village	\$1,014		Dade City	\$2,549
	Palmetto Bay	\$5,639		Port Richey	\$1,177
	Pinecrest Village	\$3,320		Zephyrhills	\$5,423
	South Miami	\$4,585		Belleair	\$1,000
	Sunny Isles Beach	\$2,482		Belleair Beach	\$1,000
	Surfside	\$1,000		Belleair Bluffs	\$1,000
	Sweetwater	\$4,064		Dunedin	\$4,740
	Virginia Gardens	\$1,000		Gulfport	\$3,908
DESOTO	West Miami	\$1,000	PASCO	Indian Rocks Beach	\$1,000
	DeSoto County	\$4,896		Indian Shores	\$1,000
	Arcadia	\$1,663		Kenneth City	\$1,048
DIXIE	Dixie County	\$2,231	PINELLAS	Madeira Beach	\$1,163
	Cross City	\$1,000		North Redington Beach	\$1,000
DUVAL	Atlantic Beach	\$2,759		Oldsmar	\$2,083
	Jacksonville Beach	\$7,925		Redington Beaches	\$1,000
	Neptune Beach	\$1,231		Safety Harbor	\$1,812
FLAGLER	Bunnell	\$1,000		St. Pete Beach	\$2,448
	Flagler Beach	\$1,000		Seminole	\$4,470
FRANKLIN	Franklin County	\$1,000		South Pasadena	\$1,028
	Apalachicola	\$1,000		Tarpon Springs	\$4,557
GADSDEN	Carrabelle	\$1,000		Treasure Island	\$1,636
	Gadsden County	\$3,523	POLK	Auburndale	\$3,631
	Chattahoochee	\$1,000		Bartow	\$5,215
	Midway	\$1,000		Davenport	\$1,000
GILCHRIST	Quincy	\$2,502		Haines City	\$3,699
	Gilchrist County	\$1,000		Lake Alfred	\$1,000
GLADES	Glades County	\$1,413		Lake Hamilton	\$1,000
GULF	Gulf County	\$1,366		Lake Wales	\$3,415
	Port St. Joe	\$1,000	PUTNAM	Crescent City	\$1,000
HAMILTON	Hamilton County	\$1,900		Palatka	\$4,152
	Jasper	\$1,000		Welaka	\$1,000
	Jennings	\$1,000	ST. JOHNS	St. Augustine	\$4,138
	White Springs	\$1,000		St. Augustine Beach	\$1,095
HARDEE	Hardee County	\$2,319	SANTA ROSA	Gulf Breeze	\$1,000
	Bowling Green	\$1,000		Milton	\$1,488
	Wauchula	\$1,000	SARASOTA	North Port	\$6,072

HENDRY	Clewiston	\$1,663
HERNANDO	Brooksville	\$2,441
HIGHLANDS	Lake Placid	\$1,000
	Sebring	\$4,098
HILLSBOROUGH	Temple Terrace	\$4,814
HOLMES	Holmes County	\$2,171
	Bonifay	\$1,000
INDIAN RIVER	Fellsmere	\$1,000
	Indian River Shores	\$1,000
	Sebastian	\$2,901
	Vero Beach	\$3,624
JACKSON	Jackson County	\$5,775
	Graceville	\$1,000
	Marianna	\$1,805
JEFFERSON	Jefferson County	\$1,941
	Monticello	\$1,000
LAFAYETTE	Lafayette County	\$1,000
LAKE	Clermont	\$6,207
	Eustis	\$4,686
	Fruitland Park	\$1,000
	Groveland	\$1,684
	Howey-in-the-Hills	\$1,000
	Lady Lake	\$1,860
	Mascotte	\$1,000
	Minneola	\$1,035
	Mount Dora	\$3,327
	Tavares	\$2,123
	Umatilla	\$1,000

	Venice	\$2,252
SEMINOLE	Lake Mary	\$2,083
	Longwood	\$3,192
	Oviedo	\$3,293
	Winter Springs	\$2,657
SUMTER	Center Hill	\$1,000
	Wildwood	\$1,555
SUWANNEE	Suwannee County	\$3,611
	Live Oak	\$1,177
TAYLOR	Perry	\$2,171
UNION	Union County	\$1,000
VOLUSIA	Daytona Beach Shores	\$1,400
	Edgewater	\$3,394
	Holly Hill	\$4,274
	Lake Helen	\$1,000
	New Smyrna Beach	\$5,748
	Orange City	\$5,355
	Ponce Inlet	\$1,000
	Port Orange	\$10,000
	South Daytona	\$2,772
WAKULLA	Wakulla County	\$4,023
WALTON	Defuniak Springs	\$1,057
WASHINGTON	Washington County	\$1,481
	Chipley	\$1,000

Total JAGD Allocations \$588,739

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

FY 2018 Edward Byrne Memorial Justice Assistance Grant Program

**Certification of Compliance with 8 U.S.C. §§ 1373 & 1644 by Prospective Subrecipient:
Recipient State subaward to a Local Government**

On behalf of the local government named below as the "prospective subrecipient," and in support of its request to the "Recipient State" identified below for a subaward from the grant awarded by the U.S. Department of Justice ("USDOJ") under the FY 2018 Edward Byrne Memorial Justice Assistance Grant Program ("the FY 2018 JAG Program"), I certify to the Recipient State, and also certify to USDOJ, that all of the following are true and correct:

- (1) I am the chief legal officer of the local government named below as the prospective subrecipient, and I have the authority to make this certification on its behalf. I understand that this certification will be relied upon as a material representation in any decision to make a subaward to the prospective subrecipient under the FY 2018 JAG Program.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) and (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the prospective subrecipient) understand that if the prospective subrecipient receives a subaward under the FY 2018 JAG Program—
 - (a) the subrecipient (and agencies or other entities thereof) must comply with 8 U.S.C. §§ 1373 & 1644, throughout the period of performance for the subaward, with respect to any "program or activity" funded in whole or in part with the subaward; and
 - (b) the subrecipient may not make a lower-tier subaward to a State or local government, or to a "public" institution of higher education, unless the subrecipient first obtains a certification of compliance with 8 U.S.C. §§ 1373 & 1644 (on a form provided by USDOJ), properly executed by the chief legal officer of the jurisdiction or educational institution that would receive it.
- (4) I (and also the prospective subrecipient) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a "local government" (or an agency or other entity thereof) for purposes of this certification.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which shall not be understood to include any "program or activity" of any planned subrecipient of a lower-tier subaward):
 - (a) the "program or activity" to be funded (in whole or in part) with the requested subaward; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" to be funded with that subaward (if received) that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) or (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the prospective subrecipient nor any entity, agency, or official of the prospective subrecipient has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part with the requested subaward (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any planned subrecipient of a lower-tier subaward), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

Local government that is the "prospective subrecipient" of a subaward of funds from the FY 2018 JAG Program

Recipient State *from which the prospective subrecipient seeks a subaward* under the FY 2018 JAG Program

Signature of chief legal officer of the prospective subrecipient

Printed name of chief legal officer of the prospective subrecipient

Title of chief legal officer of the prospective subrecipient

Date of certification



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: No

SUBJECT: (F18) Presentation on Single-Use Plastic Straws

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: The City's Youth Leadership Program participants were asked to choose a topic to research, report on and present findings about to City Council as a requirement of completing the program. The group settled on the subject of single-use plastic straws.

In order to complete the project, the students researched plastics straws and their effect on the environment, health, related legislation and alternatives. They also interviewed restaurant owners and managers in Port Orange and beyond to gather the business-owners perspective on the subject.

The students presented their findings and recommendations to the Environmental Advisory Board on Earth Day, April 22, 2019. They request that the City Council provide direction based on their findings and recommendations.

Project No.: Funding Account No.:

Presenter: Amelia Bonjour, Alyssa Christen, Emma Dominguez, Alan Rosen

ATTACHMENTS:

1.	Plastic Straw Report	Plastic Straw Report.pdf
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Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 4/23/2019
Approved - 4/25/2019
Final Approval - 4/25/2019

April 2019

Single-Use Plastic Straws: Environmental Impact and Alternatives

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Executive Summary

The City of Port Orange initiated a Youth Leadership Program this year. In its inaugural year, three students made it successfully through the program: Emma Dominguez, Alyssa Christen and Amelia Bonjour. One of the most important aspects of this program is a capstone project in which the participants agree on a topic important to them, conduct research and analysis and present their findings and recommendations to City Council.

This year the students chose the topic of single-use plastic straws. They were worried about the effect plastics were having on their environment and wanted to see if they could effect change within their community. While this is not the most common plastic item that pollutes our environment, it is an item that has already been tackled by others, is easier to understand and represents a starting point on how to better care for our environment regarding single-use plastics.

As detailed in this report, single-use plastics, including straws are having a negative impact on our environment. There is significant scientific and practical evidence of their lethal effect on wildlife in Florida and around the globe including the fact that microplastics have now been found in human waste.

While plastic straws only represent a small fraction of global plastic waste, there are still about 4.8 billion straws that end up in our oceans ever year. These polypropylene products last about 200 years.

Approximately 31% of the world's governments have acted to reduce the use of single-use plastics and many more local governments have done the same including in the United States. Global corporations have also stepped up including Starbucks, Red Lobster, Disney and American Airlines to name a few. Even many small businesses in the area are working to reduce their single-use plastic straw footprint by various methods including: providing straws only upon request, providing straws made from different materials or eliminating straws all-together unless needed for medical reasons.

This report is a summary of our findings, which will be presented to the Environmental Advisory Board and to City Council.

Methodology

To complete this project, the students were each assigned a topic related to plastic straws including:

- Environmental damage of plastic straws
- Alternatives to plastic straws
- Government action to curb the use of plastic straws

After the students completed the research, the Assistant City Manager edited the information for inclusion in this document. After initial review, we determined that a history of straws and a discussion on the recyclability of plastic straws should be included.

The Assistant City Manager and students also spoke with local restaurants to gain a better understanding of the issue from the business perspective. In doing so, they met or spoke with representatives from:

- Monterey Grill, Port Orange
- Houligan's Port Orange
- D.J.'s Deck, Port Orange
- Smoothie King, Port Orange
- Cinnamon Tree Café, Port Orange
- Mellow Mushroom Pizza, Port Orange
- Tomoka Brewery, Port Orange
- Off the Hook Raw Bar and Grill, Ponce Inlet
- Third Wave Café & Wine Bar, New Smyrna Beach
- The Funky Pelican, Flagler Beach
- Frappe's Italian Grille, Ormond Beach

For additional feedback, the students presented their preliminary findings to the Environmental Advisory Board and then provided the final report to the City Council.

History of Straws

Drinking implements such as straws have been in use for at least 6,000 years. Drawings found at excavations from Tepe Gawra in northern Iraq show two people drinking from a large jar through bent tubes (circa 4,000 B.C.).

In an article from Expedition Magazine from 1986, the authors explored the early use of cereals in human diets, but they also cover early use of straws. The article states, "Straws," were, "necessary for the drinking of unfiltered beer, providing a means of penetrating through the layer of solids which float on top."

Figure 1. A Sealing Depicting the Use of Straws in Beer Drinking from Tepe Gwara



Source: Katz, Solomon H & Voigt, Mary M.; Bread and Beer: The Early Use of Cereals in the Human Diet; Expedition, Vol. 28, No. 2; p. 23-34

Early straws were made from flexible reeds, straw and in the case of important members of society, precious metals including gold. The modern straw got its start in 1888 when Marvin Stone filed a patent for a drinking straw made from paper. By 1890, his company was mass producing them.

Inventor Joseph Friedman patented the first bendable straw in the 1937. This became the preferred straw for hospitals so that people could drink while lying down.

While plastics were not invented until the late 1800's, they did not find their way into the straw industry until after World War II. After the war, plastic manufactures needed peacetime products that could be produced with their materials and one of those products was straws. Plastic straws held several advantages over paper:

- They were cheaper to produce,
- They did not leave a paper taste in the mouth,
- They could puncture through cup lids without being damaged, and
- They did not start to disintegrate while in use.

Companies began mass-producing plastic straws by the 1960's. In the 1980's companies began producing variants of the plastic straws like jumbo straws and "crazy" straws.

The National Geographic article: *A brief history of how plastic straws took over the world* states:

A number of large manufacturers met the demands of a society increasingly looking for convenient items that could be taken on-the-go. Plastics Europe, one of the world's largest plastic producers, reports that 1.5 million tons of plastic were produced in 1950, but by 2015, the world was producing 322 million tons of plastic.

A 2017 study published in Science Advances Magazine titled *Production, Use and Fate of All Plastics Ever Made* indicates that in 2010 alone, "an estimated 4 to 12 million metric tons of plastic waste generated on land," entered the marine environment. Only about 2,000 metric tons of this plastic is comprised of plastic straws, which doesn't sound significant. However, because straws average about 0.42 grams each, this equates to almost 4.8 billion straws entering the marine environment every year.

The proceeding sections will illustrate how single-use plastic straws end up outside of landfills and their impact on the environment and health. The report will also discuss actions to curb plastic straw use and production.

How Single-Use Plastic Straws Evade Recycling and Landfills

As mentioned in the previous section, billions of plastic straws end up in our oceans every year and even more end up on land. Even though the United States has a robust waste management infrastructure, straws and other rubbish still finds its way out of landfills or recycling centers and into our environment.

Aren't Single-Use Plastic Straws Recyclable?

Single use plastic straws are recyclable. They are made from polypropylene identified by the number "5" with a recycling icon around it sometimes including the letters "PP" as shown in figure 2.

Figure 2. Polypropylene Recycling Symbol



Even though plastic straws are recyclable, there are two main reasons they do not get recycled. First, they are small and flexible. This characteristic allows them to fall between the cracks or get stuck in the machinery. Second, and most importantly, there is very little market for recycled polypropylene. It is worth very little, and it is extremely cheap to produce.

How straws evade landfills?

Many people just don't care about littering and continue to do so despite possible hefty fines. It is still common to see people throw trash out of their car window. Some people can't find a trash can within a reasonable distance and drop their trash on the street or beach.

Even well intentioned and environmentally conscious people's plastics end up outside landfills. Placing your recycling in the bin or in a trash can does not guarantee it will end up being recycled or in the landfill.

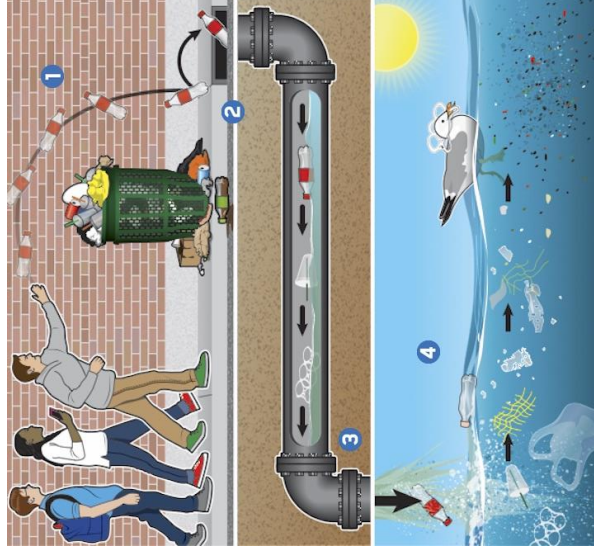
Before being collected, lightweight trash can get blown out of its containers. While being loaded, not all trash will make it into the truck and workers may not have time to chase that straw down the street.

At the recycling facility, lightweight plastics can fall through the sorting machines or are pulled out to be thrown into the landfill because they are not profitable and will “contaminate” the “valuable” plastics.

Once in the landfill, birds pick lightweight plastics out of the heap and spread it over long distances (or ingest it). Wind and erosion also carry these plastics to other destinations.

If plastics don’t make it into the trash, it often finds its way into storm drains. Eventually, all storm drains lead to the ocean. If not caught before leaving land, the plastics will follow the water. Figure 3 is a graphic depicting how plastics commonly find their way from storm drains to the ocean. It is rather simplistic, but accurate.

Figure 3. Graphic Showing How Plastics go from Storm Drain, to Pipe to Ocean



Source: Peter Sucheski; Scienceworld, Scholastic

Most of the buoyant plastic that ends up in the ocean is moved around by currents to one of five gyres (or vortices) around the world. Figure 4 includes a map of where the largest gyres are located.

Figure 4. The Five Large Gyre Locations in The World's Oceans



Source: TheOceanCleaner.org

While most people envision an island of floating trash, this is not the norm. Most vessels sail through these gyres without seeing much at all. That is because most of the plastic is made of microplastics 5mm in size and smaller. In addition, they are not all floating on the top of the ocean. They span the entire water column from the sea floor to the surface and the National Oceanic and Atmospheric Administration (NOAA) indicates, "It's more like pepper flakes swirling in a soup than something you can skim off the surface."

Closer to home, plastic straws are one of the most numerous items found during beach clean-ups. The Daytona Beach News-Journal published an article titled *Volusia, Flagler customers and businesses pick up on plastic pollution movement* in October 2018 that discussed this issue from a local perspective. It highlighted restaurants in Volusia and Flagler Counties that were already using alternatives to plastic like the Third Wave Café & Wine Bar in New Smyrna Beach; the Funky Pelican in Flagler Beach; and Frappe's Italian Grille on Ormond Beach. The article also published the results of the Volusia County's 2018 International Coastal Cleanup.

Table 1. Items Found During Volusia County's 2018 International Coastal Cleanup

Item	Amount
Cigarette butts	27,389
Bottle caps (plastic)	9,875
Food wrappers	4,815
Plastic bottles	2,266
Straws, stirrers	2,225
Other plastic/foam packaging	1,830
Other plastic bags	1,458
Beverage cans	1,382
Cigar tips	1,136
Glass bottles	1,055
Plastic lids	1,003
Plastic grocery bags	889
Total	55,323

Source: Daytona Beach News Journal

During the clean-up, straws were the 5th most common item found. Also of note, as a whole, plastic items were the most common item behind cigarette butts.

Effect of Plastic Straws on the Environment and Health

Regardless of where these items end up, they are bad for the environment, animals and sometimes human health.

Environmental Concerns

Plastics in the Marine Environment

While in the ocean, plastics pose several risks to marine life. One of the dangers is when the plastic breaks down into smaller and smaller pieces resulting in tiny fragments called microplastics. Microplastics are a major threat to marine and sea life.

The UGA New Materials Institute in cooperation with the Loggerhead Marinelife Center (in Juno Beach, FL) conducted a study published in Environmental Science and Technology in 2018, which revealed microplastics particles inside baby sea turtles. During their research they,

...collected 96 post-hatchling sea turtles that had washed back onto the beaches along a stretch of Florida's coastline between Vero Beach and Lake Worth. The area... is part of the largest rookery in the United States for loggerhead and green turtles. More than 90 percent of the U.S. loggerhead population nests in Florida...

Fort-five (45) of the turtles were rehabilitated and released but fifty-two (52) died. 100% of the turtles passed plastics through their digestive tract during their rehabilitation. 93% of the turtles that died had some amount of plastic still in their digestive system. "The authors suggest that ingestion of micronizing plastic by post-hatchling sea turtles is likely a substantial risk to survival of these endangered and threatened species."

Figure 5. Loggerhead Post-Hatchling with a Vial Containing Plastics it Excreted



Source (Credit): Loggerhead Marinelife Center

When animals ingest plastic, it can block the digestive tract, get lodged in windpipes cutting airflow causing suffocation, or can fill the stomach, resulting in malnutrition, starvation and potentially death. It has been found that plastic debris accumulates in the animals' gut and gives a false sense of satiation, causing the animal to stop eating and slowly starve to death.

Figure 6. Picture of a Bird Corpse from Midway Atoll Including Previously Undigested Plastic



Source: Photo by Chris Jordan ©

The UGA New Materials study indicates that if this leads to an increase in mortality rates, “We may be in the early phases of the first micronized plastic waste-associated species population decline or extinction event.”

As plastic particles break down even further, the problem gets exponentially larger than just effecting large marine life. “... Smaller and smaller particles are being consumed by the smallest creatures in our oceans, which compromises the entire food chain... If the level of mortality we have observed in post-hatchling sea turtles also occurs for zoo plankton, baby fish and crustaceans, then we will witness a complete disruption in our ocean life cycle.”

In addition to microplastics, small and larger plastic items are also a major concern. The authors of the UGA study indicate that, “Sea turtles are known to mistake ocean plastics for prey, like crab or fish eggs, or in the case of larger sea turtles, floating plastic bags for jellyfish.” In other research at least 690 marine species, “have reportedly become ill,” have been injured, “or died following entanglement in or ingestion of marine plastics.”

In one video, Christine Figgner, a marine biologist from Texas A&M University filmed her teams’ painful extraction of a plastic straw that had been entirely embedded in the nostril in a turtle they found in the wild. We included a link to the video here, which has already been viewed 34 million times as of this writing. A warning however as there is graphic language included in the video and the extraction may be hard to watch for some viewers who are sensitive to blood and the obvious pain of the animal during the procedure.

<https://www.youtube.com/watch?v=4wH878t78bw>

We’ve included some quotes from additional recent articles related to plastics and its effect on the marine environment:

- “The carcass of a pregnant sperm whale that washed up in Sardinia, Italy, last week had 22 kilograms (49 pounds) of plastic in its stomach and was carrying a dead fetus.” - [CNN](#)
- “A young whale whose carcass washed up in the Philippines died of ‘dehydration and starvation’ after consuming 40 kilograms (88 pounds) of plastic bags, scientists have found. - [CNN](#)

Health Concerns

Plastic straws are bad for the environment, but they can be bad for human health as well. The Washington Post published an article in 2018 describing the health implications of using straws in general.

Gas and Bloating

Using straws increases the amount of air into the digestive tract. This can cause increased gas and bloating. The author, who is a dietician, advised that some of her clients stopped using straws and, in some cases, their incidents of bloating and gas decreased.

Cavities

Consuming sugary or acidic drinks through straws can increase the risk of cavities or tooth decay. If the straw is positioned in the mouth in the normal way, it directs a stream of chemicals harmful to enamel directly at the teeth. If the straw is placed in the back of the mouth however, it could have the opposite effect, but for most people this is not a comfortable drinking position.

Chemicals

There are a couple of ways that chemicals in plastic straws and other plastics can enter your body and effect your biochemistry. The first is direct ingestion from use of plastics in food consumption and preparation.

An article in the Journal Science from 2008 found that most plasticware used in items like straws includes chemicals like polypropylene. The authors showed that these chemicals can leach into liquids and, “may release compounds that could affect estrogen levels.” This was especially true when these plastic items were subjected to heat, acidic beverages and UV light (think coffee stirrers, sodas, and drinking on a patio on a beautiful sunny day).

Another way to ingest these plastics or chemicals is after they have been ingested by animals lower on the food chain. For example, the seafood you eat, could have microplastics and residual chemicals from eating plastics, that now becomes a part of you.

In a 2009 article from The Royal Society Publishing Journal, Philosophical Transactions B, the authors highlighted science’s ability to detect plastics in human waste. Specifically, phthalates and bisphenol A (BPA), products that have since been banned or reduced in bottles and drinking cups.

In a small 2018 study, Philipp Schwabl, a physician-scientist in Austria, conducted a small study that found microplastics in 100% of the stool samples of his human subjects from Europe and Japan. The study still needs to be peer reviewed, replicated and the sample size increased. However, it does show the logical next progression in where we expect to find the plastic we produce.

Wrinkles

While not medically concerning, straw use can lead to earlier wrinkles. These would be similar to the “pucker lines” smokers may obtain from years of using cigarettes.

Straws as a Health Aid

For some, straws are a health benefit. Some disabilities require a straw to help in consumption of beverages. In hospitals, straws help patients sip water from a reclining position. Straws also help young children enjoy drinks without too much effort.

These straws do not have to be made of plastic. However, some paper straws aren't firm enough for some disabled individuals. In addition, some straws that are made from very rigid materials increase the chance of injury and should not be used by small children. Alternatives to plastic straws are provided in the next section.

Plastic Straw Alternatives

There are currently several viable alternatives to plastic straws on the market and more are being developed, marketed and sold all the time. This section will cover some alternatives and cost differences.

Table 2. Comparison of Positive Attributes of Drinking Straw Materials

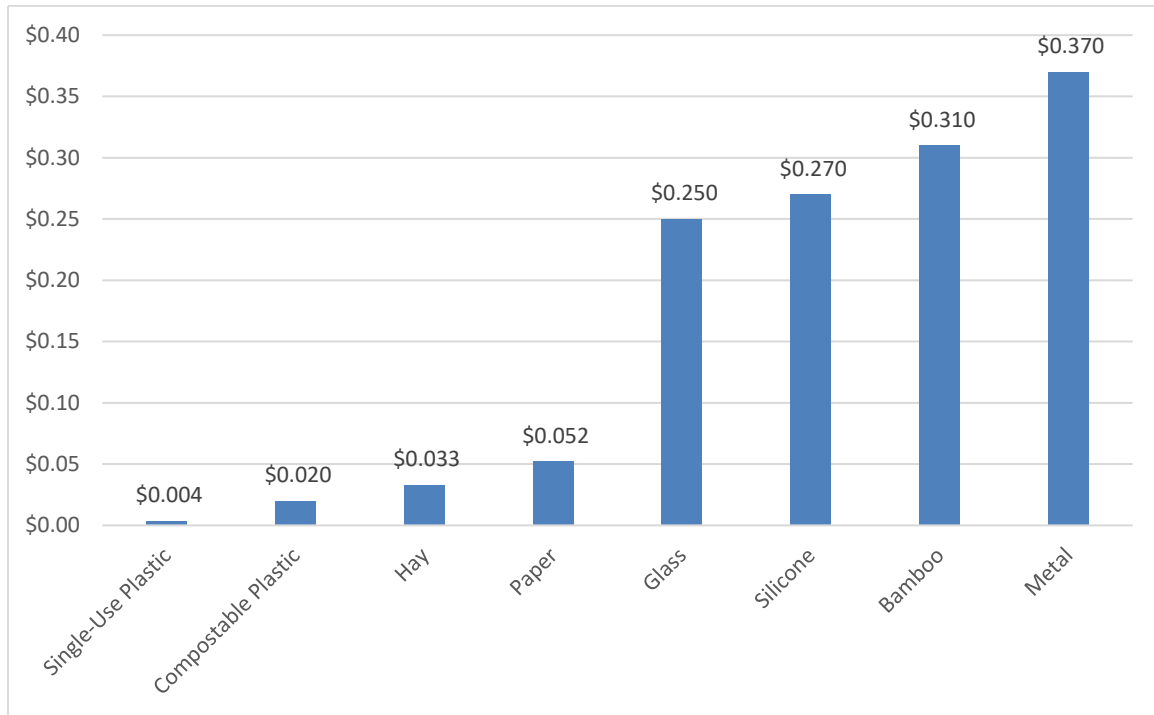
	Single-Use Plastic	Compostable Plastic (PLA)	Hay	Paper	Glass	Silicone	Bamboo	Metal
Reusable					✓	✓	✓	✓
All-Natural Product			✓				✓	
Washable			✓		✓	✓	✓	✓
Holds up well in liquid	✓	✓	✓	✓	✓	✓	✓	✓
Neutral Taste	✓	✓	✓	✓	✓	✓		✓
Compostable/Biodegradable		✓	✓	✓			✓	

Table 2 compares several straw material types to single-use plastic. It is important to note, in our research, we used Aardvark and Rhino straws for the paper straw comparison. Aardvark and Rhino straws (two independent paper straw companies) have been shown to hold up better in liquids than other paper straws. While paper straws do not possess the most positive attributes in our study, they will break down much more quickly than plastic straws and are less dangerous to sea life.

Hay and bamboo straws are the most beneficial of the group, being both biodegradable, all-natural and sturdy in a variety of drinks. While hay is generally for single use, bamboo, silicone, glass and metal can be reused, reducing landfill waste.

Although some of these alternatives seem promising, they are not all realistic options for restaurants. The bottom line is that restaurants are businesses and they must watch their expenses. Figure 7 compares wholesale pricing for the alternatives listed in Table 2.

Figure 7. Comparison of Wholesale Pricing for Drinking Straw Alternatives



Sources: Plastic (Webrestaurantstore.com); Hay (Hay Straws); Paper (Aardvark); Glass and Silicone (DHgate.com); Metal (Bulkstainlesssteelstraws.com); Bamboo (Bali-Boo)

Note: Rhino straws are only sold in boxes of 10,000 and were not compared in the pricing above. However, in boxes of 10,000, Rhino straws can be as cheap as 1.9 cents per straw.

Figure 7 makes it clear why restaurants carry single-use plastic straws overwhelmingly over any readily available alternative. Plastic straws are more than five times cheaper than the next cheapest alternative, compostable plastic or polylactic acid (PLA) straws.

Compostable Plastic (PLA) Straws

Polylactic acid straws are made from renewable plant material like corn starch, tapioca roots or sugarcane instead of petroleum. This allows them to be compostable, but not bio-degradable due to the way they are produced.

For these products to break down, they must be processed at a commercial composting facility because regular back-yard composting does not possess the required humidity or high temperature to break down these materials. Therefore, if left in the ocean or in a landfill, these items will last as long as plastic straws made from polypropylene.

This development is promising, however, in Florida, compostable straws suffer the same fate as regular plastic straws. Many do not end up in the recycling or landfill stream as described with regular straws.

Also, there is little market for composted food waste in Florida. As of 2017, Florida had the third highest number of commercial composting facilities in the U.S., (according to the Florida Department of Environmental Protection [FDEP]). However, as of this writing there is not one permitted commercial composting facility for post-consumer vegetative waste in the state of Florida.

Florida's Recycling Target

It is interesting to note that the State of Florida has set a goal for all local governments to divert 75% of their solid waste through recycling, composting or other methods by 2020. However, there is no “teeth” in the legislation and therefore governments are spending more time worrying about other pressing issues. In the most recent *Final Disposition of Municipal Solid Waste Report (2017)* by the FDEP, Volusia County was shown to have diverted only 40% of its solid waste.

The Environmental Protection Agency (EPA) estimated in 2015 that 15.1% of all municipal solid waste came from food waste. If the County and its cities implemented a food composting program, we could increase our diverted solid waste to about 55% and be able to compost single-use compostable plastic.

Alternatives in Local Restaurants

Some restaurants in the region have already switched to alternatives such as paper, PLA, Tiwzzlers and even pasta straws. We mentioned a few earlier in this report. In conjunction with alternatives, some restaurants are also only providing them upon request.

After interviewing several local establishments in Port Orange, we only found three restaurants that had switched to alternatives.

Mellow Mushroom Pizza (which is a franchise) switched to paper straws in February 2019 and only provides straws upon request in all their restaurants.

Tomoka Brewery uses a mixture of paper straws and PLA plastic straws but is interested in moving to only paper.

As of April 22, 2019, the Cinnamon Tree Café began using PLAs plastic straws.

The restaurant manager at Mellow Mushroom indicated that most people are requesting the straws and that they are mostly supportive of the change. He also indicated that the straws are sturdy enough to last a couple of hours in people's drinks.

Other restaurants in Port Orange indicated they had already instructed their staff to only hand out plastic straws upon request, but we could not find evidence this was the actual practice.

Some restaurants indicated that they had heard negative things about alternative straw materials and therefore had not tried any and were not willing to do so at this time. In fact, while most owners and managers seemed to be sympathetic to the cause, they indicated the only way to significantly change their behavior would be to pass legislation forcing them to change. In Mellow Mushroom's case above, it was a change at the corporate level that forced the move.

Of the restaurants in the area that have changed their behavior and are providing plastic alternatives, each of them has indicated a positive response from their clientele. These restaurants indicate they are paying more for alternative straws like paper, and that paper does not last as long in drinks, but that this can be overcome. Firstly, the proprietors indicate that Americans don't spend as much time at their table as do Europeans and that from some manufacturers, paper straws last for a couple of hours. Secondly, while paper (or other alternatives can be 150% to 500% more expensive than plastic, that only comes out to between 1.5 cents and 5 cents more per customer. The restaurants indicate this is not hurting their bottom line significantly and even if they increased the price of every meal by 1.5 to 5 cents, it would not reduce the number of overall customers.

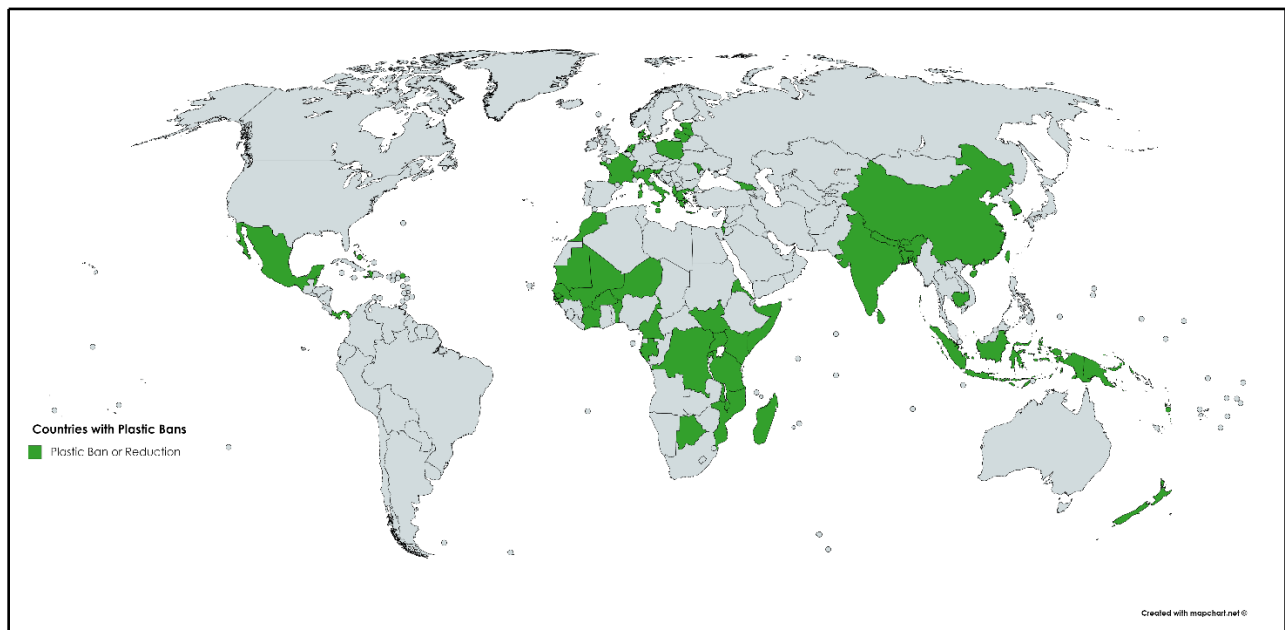
While the information in the paragraphs above represents the thoughts from some Port Orange establishments, it is not comprehensive as we did not hear back from a majority of establishments and we also did not contact all local restaurants in Port Orange.

Government Action on Single-Use Plastics

Global Legislation

In a 2018 report by the United Nations (U.N.), titled, *The State of Plastics: World Environment Day Outlook 2018*, that agency reported that more than 60 countries around the world had already passed legislation at the national level to eliminate or reduce the production and consumption of single-use plastics. That equates to about 31% of the world's nations. Figure 8 shows countries that have national-level regulations as of 2018.

Figure 8. Countries with National-Level Plastics and/or Styrofoam Regulations



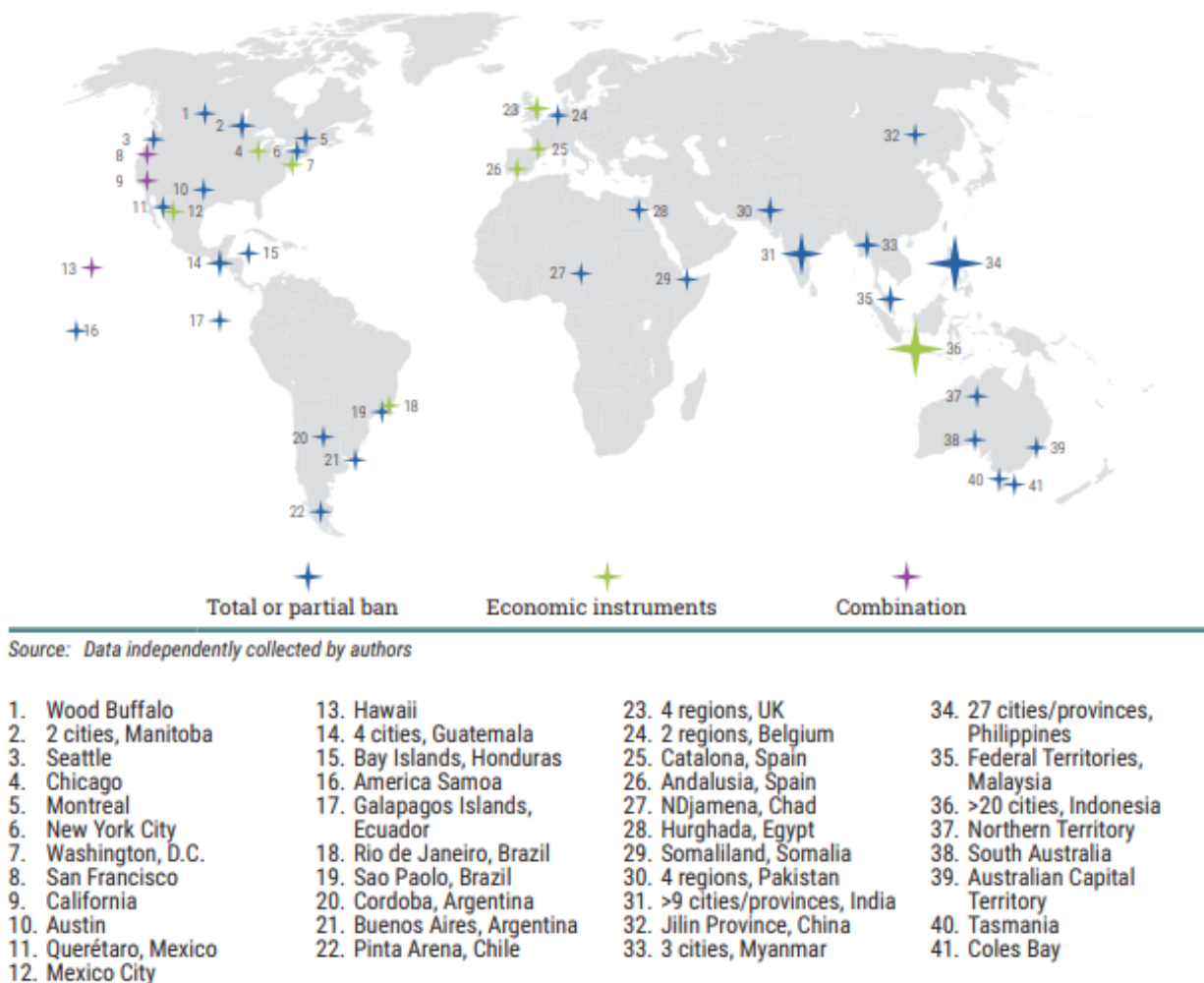
Asian, African and European nations are leading the charge across the globe in single-use plastics reduction. Israel saw an 80% drop in plastic bag consumption after a 2017 law implemented a bag fee of approximately 3 cents per bag at supermarkets. This action has reduced plastic waste by 7,091 tons per year. More recently CNN reported that, “the European Parliament approved a law banning a wide-range of single-use plastic items, such as straws, cotton buds and cutlery, by 2021.”

A 2017 New York Times article indicates, “Rwanda is probably Africa’s cleanest nation and among the most pristine in the world.” The article indicates this is due in part to a ban on single-use plastics that can include hefty fines, forced published or broadcast apologies from transgressors

and even jail time. It is also due to strict enforcement and mandatory monthly neighborhood cleaning efforts (including the president). Some other countries in Africa like, “Congo bans plastic bags, in theory, but there is little to suggest the ban is enforced.”

In addition to the country-wide regulations across the globe, there are many local and provincial governments that have taken matters into their own hands. Figure 9 illustrates local governments around the world that have worked to reduce single-use plastics.

Figure 9. Sub-national level plastic bag bans and Styrofoam regulations



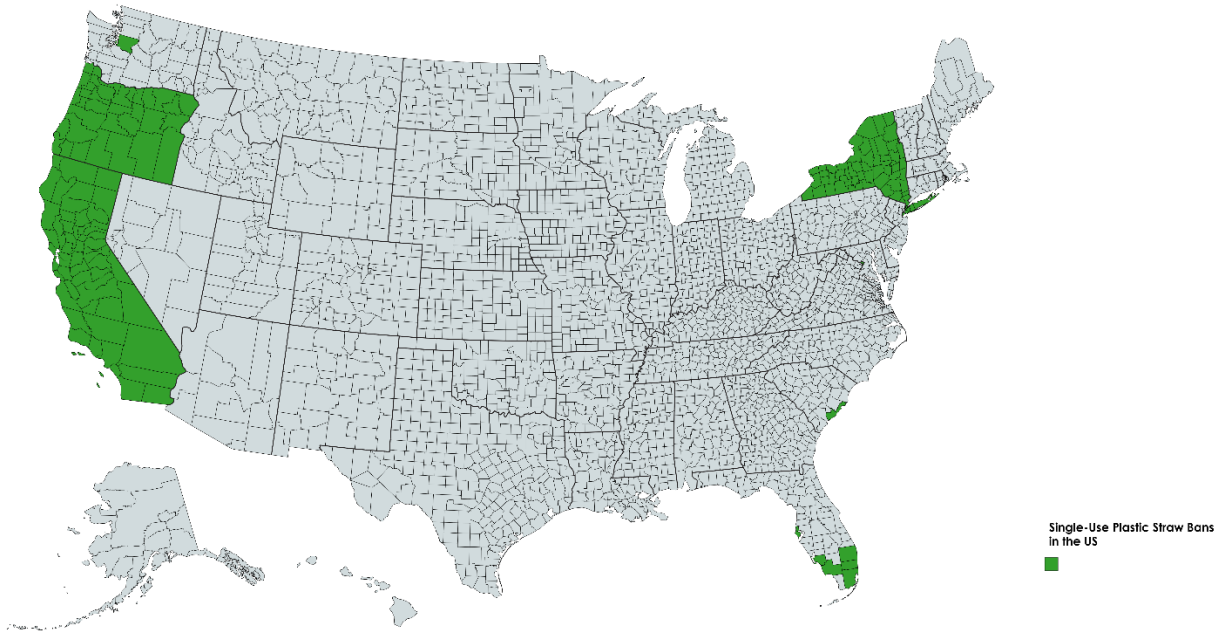
Source: UN Environment: Single-Use Plastics: A Roadmap for Sustainability (2018).

United States Legislation

Closer to home, many local governments including cities, counties and states have enacted some sort of single-use plastic and/or straw reduction

legislation. Figure 10 is a map of locations throughout the United States that highlights areas of the country that have enacted or are considering enacting some sort of plastic-straw reduction laws.

Figure 10. Map of U.S. Governments That Passed or are Considering Limiting Plastic Straws



We have also included the list of governments illustrated in Figure 10, in Table 3, below.

Table 3. List of U.S. Governments That Passed or are Considering Limiting Plastic Straws

Government	Government Type	Complete Ban of Single-Use Plastic Straws	Non-Plastic Alternatives Upon Request Only	Plastic Straws Upon Request Only
Alameda, CA	City	√	√	
Carmel, CA	City			√
Charleston, SC	City	√		
Davis, CA	City			√
Deerfield Beach, FL	City	√		
Delray Beach, FL	City			√
Fort Lauderdale, FL	City	√		
Fort Myers Beach, FL	City	√		
Hallandale Beach, FL	City	√		
Hollywood, FL	City	√		

Government	Government Type	Complete Ban of Single-Use Plastic Straws	Non-Plastic Alternatives Upon Request Only	Plastic Straws Upon Request Only
Largo, FL	City	√		
Los Angeles, CA	City			√
Los Angeles, CA	County			√
Malibu, CA	City	√	√	
Manhattan Beach, CA	City	√	√	
Marco Island, FL	City	√		
Miami Beach, FL	City	√		
Monterey, CA	City	√		
Oakland, CA	City			√
Portland, OR	City			√
Richmond, CA	City	√		
San Francisco, CA	City/County	√		
San Luis Obispo, CA	City			√
Sanibel Island, FL	City	√		
Santa Barbara, CA	City			√
Santa Cruz, CA	City	√	√	
Santa Monica, CA	City	√	√	
Seattle, WA	City	√		
St. Petersburg, FL	City	√		
State of California	State			√
State of New York	State			√
State of Oregon	State			√
Surfside, FL	City	√		
Washington, D.C.	District	√		

After completing this list, we were told that many of the cities who had enacted some sort of single-use plastic straw ban in Florida had been sued claiming they were violating the rights of disabled people (Americans with Disabilities Act). We called all of the cities on this list above within Florida and none of them were aware of a lawsuit regarding the plastic straw bans. In fact, most reminded us that straws were still available in a variety of materials and could still be found within their cities upon request.

The lists of bans included in this report are as of 2018 and are by no means exhaustive. Governments around the world (including in the United

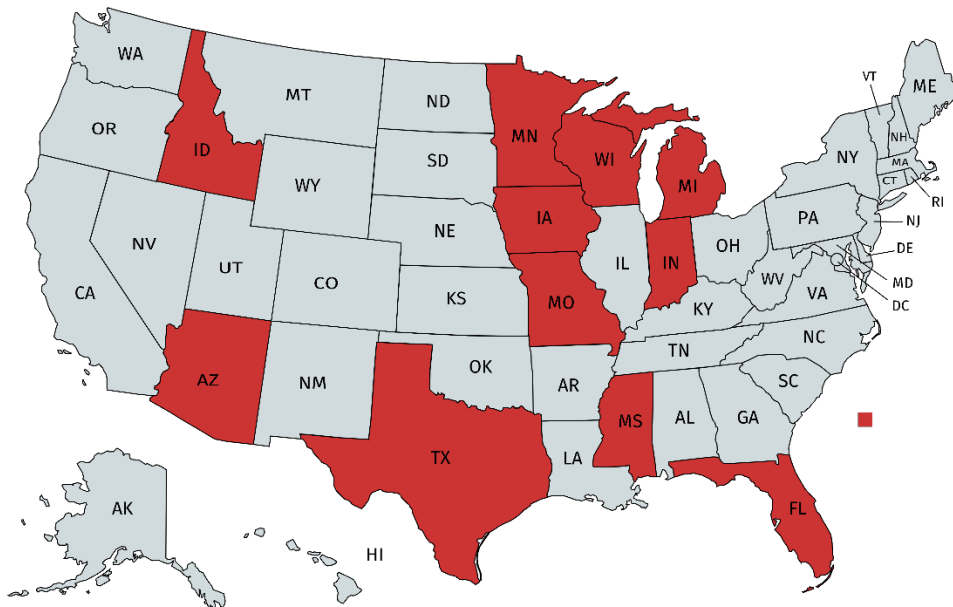
States) change their laws constantly, which makes any list provided hard to keep accurate. However, the trend around the world is moving in the direction of reducing the impact of single-use plastics, including plastic straws.

Seattle, Washington was the first City in the United States to ban single-use plastics in 2018. This was part of an effort that began in the city in 2008. In Florida, St. Petersburg was the first city to act. It is using a long-term approach. Currently, the city bans foam containers on city property and at city events. Through 2019, customers will only receive plastic straws upon request. In 2020, plastic straws will be banned. Finally, the city is looking forward at implementing a bag fee ordinance at grocery stores.

Ban on Bans

On the other end of the spectrum, 11 states are either considering legislation or have passed legislation preempting local governments from considering single-use plastic bans. Figure 11 highlights these states

Figure 11. States That Have Preempted or Are Considering Preempting Local Single-Use Plastic Bans



Source: National Conference of State Legislatures

States that are considering or have passed a “Ban-on-Bans” include: Arizona, Idaho, Texas, Minnesota, Iowa, Missouri, Mississippi, Wisconsin, Michigan, Indiana and Florida. It’s interesting to note that some of the largest plastics manufacturers and petroleum (from which plastics are made) companies are in the Upper Mid-West and Texas, where most bans-on-bans have been implemented.

Florida Legislation

While the Florida Legislature has not yet enacted a ban-on-bans, there are currently four bills in the legislature related to single-use plastics. While one bill imposes a ban on some plastics, there are three bills that impose a ban on bans.

Senate Bill 502 is a prohibition of plastic carryout bags and straws, which would prohibit a store or food service business from providing a carryout bag made of plastic film to a customer and prohibit a food service business from selling or providing a single-use plastic straw to a customer. This bill is still under consideration as of March 5, 2019.

Senate Bill 588 prohibits local governments from adopting or enforcing local regulations related to single-use plastic straw before 2024, requires a study of plastic straws and creates a fine of \$25,000 for any local government that imposes any legislation regarding single-use plastic straws before 2024. This bill is still under consideration as of April 9, 2019. House Bill 603 and 1299 are similar to Senate Bill 588 and are also still under consideration.

Common Enforcement Methods

We have included some common enforcement methods found throughout the world to help reduce the production and consumption of single-use plastic straws. This list is in order of least to most stringent.

Self-Governance

The easiest enforcement method is one in which there is no enforcement. This takes hold when the marketplace reacts to the will of consumers before government even has a chance to step in. Some global corporations are taking matters into their own hands and changing their plastic-use before being required to do so by the government. We’ve included some examples below.

- “**Ikea** is to phase out all single-use plastic products from its stores and restaurants by 2020 amid growing concern about the effects of plastic on the environment.” – The Guardian
- “**Starbucks** will stop using disposable plastic straws by 2020, eliminating more than one billion straws a year.” – The New York Times
- “**Disney** announced it would eliminate single-use plastic straws and stirrers at all their locations by mid-2019.” -Money
- “**Hyatt** announced that plastic straws and drink picks will only be available by request after September 1 of this year (2018).” – Money
- “**American Airlines** announced Tuesday it would eliminate plastic straws from its lounges and replace them with biodegradable, eco-friendly straws and wood stir sticks starting in July. In a statement, the airline said it will also transition to eco-friendly flatware within lounges and that starting in November, it will transition from a plastic straw and stir stick that is usually offered during onboard beverage to a stir stick made of sustainable and environmentally friendly bamboo.” – Money
- “In June (2018), **SeaWorld** announced that plastic straws and shopping bags would be eliminated from its 12 theme parks, including Busch Gardens, as “part of its mission to protect animals and habitats worldwide.” – Money
- **Royal Caribbean**, “said in June that it would stop providing plastic straws on its 50 cruise ships by the end of 2018.” – Money
- **Red Lobster’s** Director of Communications Nicole Bott (in a call with our researchers) indicated that they are only providing straws for non-alcoholic drinks upon request but are working to phase out plastic straws entirely by 2020. They currently use 150 million straws per year.

The reason most companies are looking to incorporate alternatives by 2020 is due to supply. Some companies that produce plastic alternatives are still working to ramp up production to meet demand. Most smaller establishments can already obtain what they need, but larger corporations are testing out alternatives and should be able to obtain the appropriate supply by 2020.

Lead by Example

Some governments like Ft. Lauderdale and St. Petersburg are considering or have passed measures that ban some single-use plastics and Styrofoam on city property and at special events. In fact, New Smyrna Beach is considering a similar ordinance in June of this year. This requires no

enforcement, except on the government itself and/or those companies who are provided a special permit to hold events within the city or on city property.

Plastic Straws Upon Request Only

This method does not restrict the use of plastic straws. However, it does force establishments to only provide straws upon request. This is a cheaper alternative for restaurants as they do not have to purchase higher-priced hay or paper straws. However, if people are not educated or encouraged to decline plastic straws, this tactic may not prove very effective. At least one city in Florida, Delray Beach, has used this method.

Ban of Plastic Straws

Some governments have enacted a complete ban on the sale and distribution of single-use straws in their jurisdiction. Many of those local governments are here in Florida and can be found above in Table 3. Enforcement of this method includes fines for establishments found in violation.

Non-Plastic Alternatives Only Upon Request

This provision restricts the use of plastic straws and requires that all straws, regardless of composition only be provided to customers upon request. By only providing straws upon request, instead of automatically, this could also reduce the number of straws needed and purchased by restaurants.

The “Carrot”

We did not find any local governments that provided incentives for businesses who moved to alternatives that were better for the environment. That does not mean that this is not occurring and could be an option for some governments at least until most establishments have moved away from plastic straws altogether.

Conclusion

As the report indicates, single-use plastics are harming our environment and if nothing is done to reduce the production, use and waste of these materials, we could be looking at a mass decline or extinction event in many of the world's animals in the future. Unfortunately, if history has taught us anything it is that sometimes humans do not respond until there is a crisis.

The reduction of the ozone layer was one such event. Once the data was available, the world's nations took swift action to ban chlorofluorocarbons. Once outlawed, nature took back over and began repairing the most important layer of protection we have from the sun's harmful rays.

Based on the years of research available to us, the world is beginning to react to this dangerous threat. If we (in the US) begin to take this threat more seriously, we can help to divert catastrophic damage to our environment that has already begun to effect humans. Many important changes in our country have started at the local level (i.e., civil rights, suffrage and renewable energy, etc.).

While others around us have seen the warning signs and have begun to change their behavior (i.e., other countries, local restaurants, global corporations, New Smyrna Beach, St. Petersburg, Fort Lauderdale, Miami Beach, etc.) will we as a community lead by example or be one of the last to move toward behaviors that will sustain us in the future. These choices will impact the way younger generations see Port Orange and help them choose whether they want to be a part of this community or another one that better reflects their values.

Recommendations

Recommendations from this report are listed in order of least stringent to most stringent. However, the least stringent is also likely to be the least impactful.

Recommendation 1. Lead by Example. Eliminate single-use plastic straws on city property and special events.

Some cities have taken this initial step before moving towards a wider ban on single-use plastics. It has a minimal positive impact on the environment because it does not create a wider change in the habits of the region. The hope however is that leading by example will inspire others to follow without additional restrictions.

Recommendation 2. Provide an incentive to businesses that eliminate single-use plastic straws.

The city could research an incentive for businesses that make the switch to plastic alternatives. This might be onerous on the city to implement and manage. This may be why we did not find any evidence of local governments moving in this direction, but it does not mean that it is impossible.

Recommendation 3. Require restaurants to only provide straws upon request.

This recommendation does not force restaurants to purchase more expensive alternatives. It would allow them to still use the cheap, plastic straws, but it requires them to not provide straws unless they are requested by the customer. This change would be more wide-spread than only requiring changes on city property, however it is not likely to have an immediate and strong positive impact on the environment due to the continued use of plastic straws. On the positive side for businesses however, this could have the effect of reducing costs. If restaurants are spending the same amount per straw and not using as many, their costs should decline (if even slightly).

Recommendation 4. Ban single-use plastic straws including PLA plastics.

This recommendation will have an immediate and significant positive impact on the environment. If enacted, businesses should be given time to go through their current stock of plastic straws so they are not thrown out even before being used. This change will cost businesses more money. However, based on our research, useful alternative straws can be purchased for as little as 1.5 cents more per straw. Some local restaurants have already moved in this direction. We included in the recommendation the banning of PLA plastics as well. This is because there is currently no viable way to compost PLA plastics in the state of Florida on a large scale and these straws will be as much of an environmental problem as regular plastic.

Recommendation 5. Ban single-use plastic straws and require establishments only provide straw upon request.

This recommendation is a combination of recommendations three and four. It may be the most stringent, but it would also have the best positive impact on the environment. This would require restaurants to provide alternatives to plastic straws and then, only upon request. This option might end up being cheaper for food establishments than simply banning single-use plastics because it might reduce the overall use and purchase of straws.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: No

SUBJECT: (F19) ERP Project Update

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: This update will cover the Enterprise Resource Planning (ERP) project: timeline and current status, milestones achieved and upcoming activities.

Project No.: Funding Account No.:

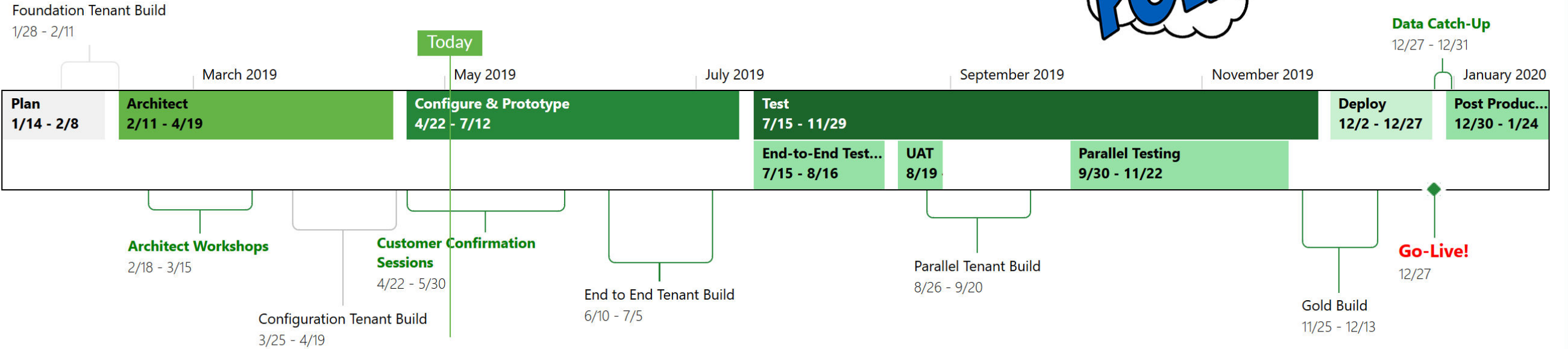
Presenter: Jane Davis

ATTACHMENTS:

Jane Davis
Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 4/9/2019
Approved - 4/10/2019
Approved - 4/10/2019
Final Approval - 4/10/2019

Project Timeline



CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL VALUATION
AS OF OCTOBER 1, 2018

CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDING SEPTEMBER 30, 2020

GASB 67/68 DISCLOSURE INFORMATION
AS OF SEPTEMBER 30, 2018



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

February 18, 2019

Board of Trustees
City of Port Orange
Fire and Rescue Pension Fund

Re: City of Port Orange Fire and Rescue Pension Fund

Dear Board:

We are pleased to present to the Board this report of the annual actuarial valuation of the City of Port Orange Fire and Rescue Pension Fund. Included are the related results for GASB Statements No. 67 and No. 68. The funding valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year. The calculation of the liability for GASB results was performed for the purpose of satisfying the requirements of GASB Statements No. 67 and No. 68. Use of the results for other purposes may not be applicable and may produce significantly different results.

The valuations have been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflect laws and regulations issued to date pursuant to the provisions of Chapters 112 and 175, Florida Statutes, as well as applicable federal laws and regulations. In our opinion, the assumptions used in the valuations, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the valuation, we did not perform an analysis of the potential range of such future measurements.

In conducting the valuations, we have relied on personnel, plan design, and asset information supplied by the City of Port Orange, financial reports prepared by the custodian bank, and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

The total pension liability, net pension liability, and certain sensitivity information shown in this report are based on an actuarial valuation performed as of October 1, 2017. The total pension liability was rolled-forward from the valuation date to the plan's fiscal year ending September 30, 2018 using generally accepted actuarial principles. It is our opinion that the assumptions used for this purpose are internally consistent, reasonable, and comply with the requirements under GASB No. 67 and No. 68.

The undersigned are familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the actuarial opinions.

To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the City of Port Orange, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the Fire and Rescue Pension Fund. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.

If there are any questions, concerns, or comments about any of the items contained in this report, please contact us at 239-433-5500.

Respectfully submitted,

Foster & Foster, Inc.

By: 
Patrick T. Donlan, ASA, EA, MAAA

By: 
Christine O'Neal, FSA, EA, MAAA

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SUMMARY OF REPORT

The regular annual actuarial valuation of the City of Port Orange Fire and Rescue Pension Fund, performed as of October 1, 2018, has been completed and the results are presented in this Report. The contribution amounts set forth herein are applicable to the plan/fiscal year ending September 30, 2020.

The contribution requirements, compared with those set forth in the October 1, 2017 actuarial valuation report, are as follows:

Valuation Date	10/1/2018	10/1/2017
Applicable to Fiscal Year Ending	<u>9/30/2020</u>	<u>9/30/2019</u>
Minimum Required Contribution		
% of Projected Annual Payroll	96.8%	101.0%
Member Contributions (Est.)		
% of Projected Annual Payroll	7.7%	7.7%
City And State Required Contribution		
% of Projected Annual Payroll	89.1%	93.3%
State Contribution (Est.) ¹	\$388,246	\$388,246
% of Projected Annual Payroll	13.4%	13.4%
City Required Contribution ²		
% of Projected Annual Payroll	75.7%	79.9%

¹ Represents the amount received in calendar 2018. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City's required contribution.

² The required contribution from the combination of City and State sources for the year ending September 30, 2020, is 89.1% of the actual payroll realized in that year. As a budgeting tool, the City may contribute 75.7% of each Member's Salary and then make a one-time adjustment to account for the actual State Monies received.

As you can see, the Minimum Required Contribution shows a decrease when compared to the results determined in the October 1, 2017 actuarial valuation report. The decrease is primarily attributable to the elimination of amortization bases with combined amortization payments of approximately \$226,000.

Also contributing to the decrease was an increase in State Monies available to offset the City's contribution requirement. The decrease was offset in part by an increase associated with net unfavorable actuarial experience realized by the plan during the year.

Plan experience was unfavorable overall on the basis of the plan's actuarial assumptions. Sources of unfavorable experience included more retirements than expected, an investment return of 6.50% (Actuarial Asset Basis) which fell short of the 7.60% assumption, and less inactive mortality than expected. There were no significant sources of favorable experience.

CHANGES SINCE PRIOR VALUATION

Plan Changes

There have been no changes in benefits since the prior valuation.

Actuarial Assumption/Method Changes

Since the prior valuation, the investment return assumption was reduced from 7.60% to 7.50% per year, net of investment-related expenses.

CONTRIBUTION IMPACT OF ANNUAL CHANGES

(1) Contribution Determined as of October 1, 2017	81.2%
(2) Summary of Contribution Impact by component:	
Change in State Contribution Percentage	-1.3%
Change in Normal Cost Rate	-1.0%
Change in Administrative Expense Percentage	0.4%
Payroll Change Effect on UAAL Amortization	0.0%
Investment Return (Actuarial Asset Basis)	1.5%
Salary Increases	-0.1%
Active Decrements	1.2%
Inactive Mortality	1.1%
Assumption Change	1.8%
Amortization Bases Paid Off	-8.1%
Other	<u>-1.0%</u>
Total Change in Contribution	-5.5%
(3) Contribution Determined as of October 1, 2018	75.7%

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Assump <u>10/1/2018</u>	Old Assump <u>10/1/2018</u>	<u>10/1/2017</u>
A. Participant Data			
Actives	54	54	56
Service Retirees	47	47	48
DROP Retirees	2	2	0
Beneficiaries	4	4	3
Disability Retirees	3	3	3
Terminated Vested	<u>4</u>	<u>4</u>	<u>1</u>
Total	114	114	111
Total Annual Payroll	\$2,893,031	\$2,893,031	\$2,891,419
Payroll Under Assumed Ret. Age	2,893,031	2,893,031	2,891,419
Annual Rate of Payments to:			
Service Retirees	2,385,174	2,385,174	2,342,648
DROP Retirees	78,209	78,209	0
Beneficiaries	107,890	107,890	87,295
Disability Retirees	56,763	56,763	56,278
Terminated Vested	15,191	15,191	15,191
B. Assets			
Actuarial Value (AVA) ¹	30,239,928	30,239,928	27,816,231
Market Value (MVA) ¹	30,236,328	30,236,328	27,921,014
C. Liabilities			
Present Value of Benefits			
Actives			
Retirement Benefits	11,189,978	10,997,031	10,929,006
Disability Benefits	366,011	360,607	367,681
Death Benefits	68,802	67,921	69,658
Vested Benefits	695,582	678,197	745,186
Refund of Contributions	136,908	136,547	141,878
Service Retirees	34,430,530	34,063,925	33,945,778
DROP Retirees ¹	1,130,790	1,117,137	0
Beneficiaries	1,290,989	1,279,949	1,062,618
Disability Retirees	650,623	644,742	647,650
Terminated Vested	140,846	139,026	86,603
Share Plan Balances ¹	<u>0</u>	<u>0</u>	<u>0</u>
Total	50,101,059	49,485,082	47,996,058

C. Liabilities - (Continued)	New Assump <u>10/1/2018</u>	Old Assump <u>10/1/2018</u>	<u>10/1/2017</u>
Present Value of Future Salaries	20,741,139	20,630,968	21,077,008
Present Value of Future Member Contributions	1,608,370	1,599,739	1,630,919
Normal Cost (Retirement)	372,372	363,698	370,722
Normal Cost (Disability)	35,443	34,994	35,274
Normal Cost (Death)	4,008	3,946	3,944
Normal Cost (Vesting)	58,607	57,062	81,079
Normal Cost (Refunds)	<u>20,621</u>	<u>20,589</u>	<u>15,112</u>
Total Normal Cost	491,051	480,289	506,131
Present Value of Future Normal Costs	2,896,083	2,816,579	3,161,463
Accrued Liability (Retirement)	8,966,426	8,837,579	8,654,765
Accrued Liability (Disability)	145,889	144,412	141,844
Accrued Liability (Death)	44,002	43,656	43,987
Accrued Liability (Vesting)	365,691	358,874	251,350
Accrued Liability (Refunds)	39,190	39,203	0
Accrued Liability (Inactives) ¹	37,643,778	37,244,779	35,742,649
Share Plan Balances ¹	<u>0</u>	<u>0</u>	<u>0</u>
Total Actuarial Accrued Liability (EAN AL)	47,204,976	46,668,503	44,834,595
Unfunded Actuarial Accrued Liability (UAAL)	16,965,048	16,428,575	17,018,364
Funded Ratio (AVA / EAN AL)	64.1%	64.8%	62.0%

D. Actuarial Present Value of Accrued Benefits	New Assump <u>10/1/2018</u>	Old Assump <u>10/1/2018</u>	<u>10/1/2017</u>
Vested Accrued Benefits			
Inactives + Share Plan Balances ¹	37,643,778	37,244,779	35,742,649
Actives	5,879,946	5,777,356	5,903,839
Member Contributions	<u>1,190,006</u>	<u>1,190,006</u>	<u>1,115,988</u>
Total	44,713,730	44,212,141	42,762,476
Non-vested Accrued Benefits	<u>998,843</u>	<u>981,189</u>	<u>894,873</u>
Total Present Value			
Accrued Benefits (PVAB)	45,712,573	45,193,330	43,657,349
Funded Ratio (MVA / PVAB)	66.1%	66.9%	64.0%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	0	0	
Assumption Changes	519,243	0	
New Accrued Benefits	0	848,963	
Benefits Paid	0	(2,534,625)	
Interest	0	3,221,643	
Other	<u>0</u>	<u>0</u>	
Total	519,243	1,535,981	

Valuation Date	New Assump 10/1/2018	Old Assump 10/1/2018	10/1/2017
Applicable to Fiscal Year Ending	<u>9/30/2020</u>	<u>9/30/2020</u>	<u>9/30/2019</u>

E. Pension Cost

Normal Cost (with interest) % of Total Annual Payroll ²	17.6	17.2	18.2
Administrative Expenses (with interest) % of Total Annual Payroll ²	2.5	2.5	2.1
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 27 years (as of 10/1/2018, with interest) % of Total Annual Payroll ²	76.7	75.3	80.7
Minimum Required Contribution % of Total Annual Payroll ²	96.8	95.0	101.0
Expected Member Contributions % of Total Annual Payroll ²	7.7	7.7	7.7
Expected City and State Contribution % of Total Annual Payroll ²	89.1	87.3	93.3

F. Past Contributions

Plan Years Ending:	<u>9/30/2018</u>
Total Required Contribution	3,114,837
City and State Requirement	2,897,094
Actual Contributions Made:	
Members (excluding buyback)	217,743
City	2,582,544
State	<u>388,246</u>
Total	3,188,533

G. Net Actuarial (Gain)/Loss 819,514

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2018 and 9/30/2017.

² Contributions developed as of 10/1/2018 are expressed as a percentage of total annual payroll at 10/1/2018 of \$2,893,031.

H. Schedule Illustrating the Amortization of the Total Unfunded Actuarial Accrued Liability as of:

<u>Year</u>	<u>Projected Unfunded Actuarial Accrued Liability</u>
2018	16,965,048
2019	15,939,285
2020	15,013,987
2026	8,016,968
2033	679,523
2045	0

I. (i) 5 Year Comparison of Actual and Assumed Salary Increases

	<u>Actual</u>	<u>Assumed</u>
Year Ended 9/30/2018	5.09%	5.43%
Year Ended 9/30/2017	4.22%	5.48%
Year Ended 9/30/2016	9.32%	5.45%
Year Ended 9/30/2015	0.38%	5.63%
Year Ended 9/30/2014	1.86%	5.70%

(ii) 5 Year Comparison of Investment Return on Market Value and Actuarial Value

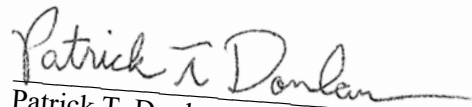
	<u>Market Value</u>	<u>Actuarial Value</u>	<u>Assumed</u>
Year Ended 9/30/2018	6.13%	6.50%	7.60%
Year Ended 9/30/2017	10.11%	7.10%	7.70%
Year Ended 9/30/2016	9.01%	6.74%	7.80%
Year Ended 9/30/2015	0.98%	8.59%	7.90%
Year Ended 9/30/2014	8.54%	8.00%	8.00%

(iii) Average Annual Payroll Growth

(a) Payroll as of:	10/1/2018	\$2,893,031
	10/1/2008	3,436,913
(b) Total Increase		-15.82%
(c) Number of Years		10.00
(d) Average Annual Rate		-1.71%

STATEMENT BY ENROLLED ACTUARY

This actuarial valuation was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.



Patrick T. Donlan, EA, ASA, MAAA
Enrolled Actuary #17-6595

Please let us know when the report is approved by the Board and unless otherwise directed we will provide copies of the report to the following offices to comply with Chapter 112, Florida Statutes:

Mr. Keith Brinkman
Bureau of Local
Retirement Systems
Post Office Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
Post Office Box 3010
Tallahassee, FL 32315-3010

RECONCILIATION OF UNFUNDED ACTUARIAL ACCRUED LIABILITIES

(1)	Unfunded Actuarial Accrued Liability as of October 1, 2017	\$17,018,364
(2)	Sponsor Normal Cost developed as of October 1, 2017	284,435
(3)	Expected administrative expenses for the year ended September 30, 2018	57,973
(4)	Expected interest on (1), (2) and (3)	1,317,216
(5)	Sponsor contributions to the System during the year ended September 30, 2018	2,970,790
(6)	Expected interest on (5)	98,137
(7)	Expected Unfunded Actuarial Accrued Liability as of September 30, 2018 (1)+(2)+(3)+(4)-(5)-(6)	15,609,061
(8)	Change to UAAL due to Assumption Change	536,473
(9)	Change to UAAL due to Actuarial (Gain)/Loss	819,514
(10)	Unfunded Actuarial Accrued Liability as of October 1, 2018	16,965,048

Type of Base	Date Established	Years Remaining	10/1/2018 Amount	Amortization Amount
Method	10/1/2001	13	2,145,581	245,623
Loss	10/1/2001	10	1,916,238	259,692
Benefit	10/1/2003	15	4,148,107	437,142
Loss	10/1/2004	10	1,889,088	256,013
Loss	10/1/2005	10	442,176	59,924
Loss	10/1/2006	10	351,433	47,627
Benefit	10/1/2006	18	115,377	11,058
Gain	10/1/2007	10	(694,500)	(94,120)
Method	10/1/2008	10	(79,334)	(10,751)
Benefit	10/1/2008	20	466,388	42,557
Loss	10/1/2009	1	165,020	165,020
Loss	10/1/2010	2	56,795	29,424
Assum	10/1/2010	12	2,013,810	242,178
Loss	10/1/2011	3	63,732	22,798
Benefit	10/1/2011	23	(1,015,927)	(87,450)
Gain	10/1/2012	4	(60,906)	(16,916)
Benefit	10/1/2012	24	(151,095)	(12,797)
Gain	10/1/2013	5	(5,113)	(1,176)
Assum	10/1/2014	16	352,014	35,821

Type of <u>Base</u>	Date <u>Established</u>	Years <u>Remaining</u>	10/1/2018 <u>Amount</u>	Amortization <u>Amount</u>
Gain	10/1/2014	6	(106,748)	(21,155)
Assum	10/1/2015	17	378,467	37,319
Actuarial Gain	10/1/2015	7	(160,607)	(28,207)
Benefit	10/1/2015	27	(1,491)	(121)
Assum	10/1/2016	18	2,260,524	216,651
Actuarial Loss	10/1/2016	8	448,196	71,181
Actuarial Loss	10/1/2017	9	146,910	21,424
Assum. Change	10/1/2017	19	524,926	49,031
Actuarial Loss	10/1/2018	10	819,514	111,062
Assump Change	10/1/2018	20	<u>536,473</u>	<u>48,952</u>
			16,965,048	2,137,804

DETAILED ACTUARIAL (GAIN)/LOSS ANALYSIS

(1) Unfunded Actuarial Accrued Liability (UAAL) as of October 1, 2017	\$17,018,364
(2) Expected UAAL as of October 1, 2018	15,609,061
(3) Summary of Actuarial (Gain)/Loss, by component:	
Investment Return (Actuarial Asset Basis)	309,168
Salary Increases	(21,080)
Active Decrements	255,944
Inactive Mortality	234,620
Other	<u>40,862</u>
Increase in UAAL due to (Gain)/Loss	819,514
Assumption Changes	<u>536,473</u>
(4) Actual UAAL as of October 1, 2018	\$16,965,048

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB

Male: RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB

Healthy Inactive Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB

Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale

The above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2018 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

Interest Rate

7.50% (prior year 7.60%) per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

<u>Years of Service</u>	<u>Rate</u>
Under 5	7.00%
5 to 9	6.00%
10 to 14	5.00%
15 or more	4.00%

Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Payroll Growth

0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$69,199 annually, based on actual expenses incurred in the prior fiscal year.

Termination Rate

See Tables on the following page (1304A). Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Disability Rate

See Tables on the following page (1207). It is assumed that 75% of disablements are service related. Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Retirement Rates

“Frozen Benefit”

Old Normal Retirement Date	30%
Old Normal Retirement Date + 1	15%
Old Normal Retirement Date + 2	15%
Old Normal Retirement Date + 3	15%
Old Normal Retirement Date + 4	15%
Old Normal Retirement Date + 5	100%

Benefits accrued after 9/25/2012

New Normal Retirement Date	100%
----------------------------	------

Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Cost-of-Living Increase

“Frozen Benefit”

At least 20 years at retirement: 3.00% per year beginning 5 years after retirement. Otherwise, 1.00% per year beginning 1 year after retirement.

“Future Service Piece”

At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.50% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.

Hired after 12/4/2012

No cost-of-living adjustment.

Actuarial Cost Method

Entry Age Normal.

Asset Valuation Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

<u>Age</u>	<u>% Becoming Disabled During the Year</u>	<u>% Terminating During the Year</u>	<u>Current Salary as a % of Salary at Age 50</u>
20	0.07%	9.30%	25.9%
30	0.11%	7.88%	40.7%
40	0.19%	4.28%	63.8%
50	0.51%	1.13%	100.0%

GLOSSARY

Total Annual Payroll is the annual rate of pay for the fiscal year following the valuation date of all covered Members.

Present Value of Benefits is the single sum value on the valuation date of all future benefits to be paid to current Members, Retirees, Beneficiaries, Disability Retirees and Vested Terminations.

Total Required Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over no more than 30 years. The required amount is adjusted for interest according to the timing of contributions during the year.

Entry Age Normal Cost Method - Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation.

(a) The normal cost accrual rate equals

(i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by

(ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age.

(b) In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation.

(c) The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. A beneficiary's accrued liability equals the present value, at the beneficiary's attained age, of future benefits. The unfunded accrued liability equals the total accrued liability less the actuarial value of assets.

(d) Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

PARTIAL HISTORY OF PREMIUM TAX REFUNDS

Received During <u>Fiscal Year</u>	<u>Amount</u>	Increase from <u>Previous Year</u>
1998	97,374.33	_____%
1999	104,739.59	7.6%
2000	109,913.52	4.9%
2001	108,754.92	-1.1%
2002	136,209.21	25.2%
2003	152,744.75	12.1%
2004	171,721.39	12.4%
2005	196,706.89	14.6%
2006	229,953.17	16.9%
2007	238,954.78	3.9%
2008	319,511.54	33.7%
2009	385,770.84	20.7%
2010	360,581.06	-6.5%
2011	290,460.26	-19.4%
2012	299,411.50	3.1%
2013	362,213.01	21.0%
2014	386,195.01	6.6%
2015	391,117.16	1.3%
2016	367,918.24	-5.9%
2017	351,038.30	-4.6%
2018	388,246.02	10.6%

STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2018

<u>ASSETS</u>	COST VALUE	MARKET VALUE
Cash and Cash Equivalents:		
Money Market	1,861,873.13	1,861,873.13
Total Cash and Equivalents	1,861,873.13	1,861,873.13
Receivables:		
State Contributions	388,246.02	388,246.02
Investment Income	78,572.30	78,572.30
Total Receivable	466,818.32	466,818.32
Investments:		
U. S. Bonds and Bills	826,593.80	805,405.75
Federal Agency Guaranteed Securities	1,077,079.64	1,036,176.73
Corporate Bonds	5,338,219.20	5,470,707.36
Stocks	6,546,166.93	8,453,251.00
Mutual Funds:		
Fixed Income	2,572,087.46	2,503,761.80
Equity	5,715,442.83	8,322,378.25
Pooled/Common/Commingled Funds:		
Real Estate	1,227,900.69	1,383,370.07
Total Investments	23,303,490.55	27,975,050.96
Total Assets	25,632,182.00	30,303,742.41
<u>LIABILITIES</u>		
Payables:		
Refunds of Member Contributions	33,011.18	33,011.18
To Broker for Investments Purchased	34,403.30	34,403.30
Total Liabilities	67,414.48	67,414.48
NET POSITION RESTRICTED FOR PENSIONS	25,564,767.52	30,236,327.93

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2018
Market Value Basis

ADDITIONS

Contributions:

Member	217,742.99
Buy-Back	12,086.00
City	2,582,543.57
State	388,246.02

Total Contributions	3,200,618.58
---------------------	--------------

Investment Income:

Net Realized Gain (Loss)	594,820.55	
Unrealized Gain (Loss)	280,748.96	
Net Increase in Fair Value of Investments		875,569.51
Interest & Dividends		983,102.54
Less Investment Expense ¹		(140,152.66)

Net Investment Income	1,718,519.39
-----------------------	--------------

Total Additions	4,919,137.97
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DEDUCTIONS

Distributions to Members:

Benefit Payments	2,486,152.41
Lump Sum DROP Distributions	0.00
Refunds of Member Contributions	48,472.38

Total Distributions	2,534,624.79
---------------------	--------------

Administrative Expense	69,199.27
------------------------	-----------

Total Deductions	2,603,824.06
------------------	--------------

Net Increase in Net Position	2,315,313.91
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NET POSITION RESTRICTED FOR PENSIONS

Beginning of the Year	27,921,014.02
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End of the Year	30,236,327.93
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¹Investment related expenses include investment advisory, custodial and performance monitoring fees.

ACTUARIAL ASSET VALUATION
SEPTEMBER 30, 2018

Actuarial Assets for funding purposes are developed by increasing the Actuarial Assets used in the most recent actuarial valuation of the Fund by the average annual market value rate of return (net of investment related expenses) for the past four years. Actuarial Assets shall not be less than 80% nor greater than 120% of Market Value of Assets.

Details of the derivation are set forth as follows:

Plan Year End	Rate of Return ¹	
09/30/2015	0.98%	
09/30/2016	9.01%	
09/30/2017	10.11%	
09/30/2018	6.13%	
Annualized Rate of Return for prior four (4) years:		6.50%
(A) 10/01/2017 Actuarial Assets:		\$27,816,230.77
(I) Net Investment Income:		
1. Interest and Dividends	983,102.54	
2. Realized Gains (Losses)	594,820.55	
3. Change in Actuarial Value	389,132.32	
4. Investment Related Expenses	(140,152.66)	
Total		1,826,902.75
(B) 10/01/2018 Actuarial Assets:		\$30,239,928.04
Actuarial Asset Rate of Return = 2I/(A+B-I):		6.50%
10/01/2018 Limited Actuarial Assets:		\$30,239,928.04
10/01/2018 Market Value of Assets:		\$30,236,327.93
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)		(\$309,168.16)

¹Market Value Basis, net of investment related expenses.

CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
SEPTEMBER 30, 2018
Actuarial Asset Basis

REVENUES

Contributions:		
Member	217,742.99	
Buy-Back	12,086.00	
City	2,582,543.57	
State	388,246.02	
Total Contributions		3,200,618.58
Earnings from Investments:		
Interest & Dividends	983,102.54	
Net Realized Gain (Loss)	594,820.55	
Change in Actuarial Value	389,132.32	
Total Earnings and Investment Gains		1,967,055.41

EXPENDITURES

Distributions to Members:		
Benefit Payments	2,486,152.41	
Lump Sum DROP Distributions	0.00	
Refunds of Member Contributions	48,472.38	
Total Distributions		2,534,624.79
Expenses:		
Investment related ¹	140,152.66	
Administrative	69,199.27	
Total Expenses		209,351.93
Change in Net Assets for the Year		2,423,697.27
Net Assets Beginning of the Year		27,816,230.77
Net Assets End of the Year ²		30,239,928.04

¹Investment related expenses include investment advisory, custodial and performance monitoring fees.

²Net Assets may be limited for actuarial consideration.

DEFERRED RETIREMENT OPTION PLAN ACTIVITY
October 1, 2017 to September 30, 2018

Beginning of the Year Balance	0.00
Plus Additions	19,118.32
Investment Return Earned	0.00
Less Distributions	0.00
End of the Year Balance	19,118.32

Note: Election option assumption for two new DROP participants is the Normal Form.
Therefore, Investment Return Earned is not included.

STATISTICAL DATA

	<u>10/1/2015</u>	<u>10/1/2016</u>	<u>10/1/2017</u>	<u>10/1/2018</u>
<u>Actives</u>				
Number	53	56	56	54
Average Current Age	38.1	38.0	38.2	38.6
Average Age at Employment	29.1	29.0	28.3	28.5
Average Past Service	9.0	9.0	9.9	10.1
Average Annual Salary	\$47,586	\$49,840	\$51,632	\$53,575
<u>Service Retirees</u>				
Number	46	49	48	47
Average Current Age	58.2	58.7	59.4	60.4
Average Annual Benefit	\$46,483	\$47,096	\$48,805	\$50,748
<u>DROP Retirees</u>				
Number	3	0	0	2
Average Current Age	53.0	N/A	N/A	49.2
Average Annual Benefit	\$51,354	N/A	N/A	\$39,105
<u>Beneficiaries</u>				
Number	2	3	3	4
Average Current Age	75.7	73.5	74.5	71.3
Average Annual Benefit	\$18,265	\$28,312	\$29,098	\$26,973
<u>Disability Retirees</u>				
Number	2	3	3	3
Average Current Age	57.5	52.5	53.5	54.5
Average Annual Benefit	\$14,927	\$18,599	\$18,759	\$18,921
<u>Terminated Vested</u>				
Number	0	0	1	4
Average Current Age ¹	N/A	N/A	39.2	40.2
Average Annual Benefit ²	N/A	N/A	\$15,191	\$15,191

¹ The Average Current Age excludes participants awaiting a refund of contributions.

² The Average Annual Benefit excludes participants awaiting a refund of contributions.

AGE AND SERVICE DISTRIBUTION

PAST SERVICE

AGE	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30+	Total
15 - 19	0	0	0	0	0	0	0	0	0	0	0	0
20 - 24	1	0	3	0	0	0	0	0	0	0	0	4
25 - 29	0	1	1	0	3	4	0	0	0	0	0	9
30 - 34	3	0	1	0	0	5	1	0	0	0	0	10
35 - 39	0	0	0	0	1	3	1	0	0	0	0	5
40 - 44	0	0	0	0	0	0	3	3	0	0	0	6
45 - 49	0	0	0	0	0	2	0	5	2	0	0	9
50 - 54	0	0	0	0	0	2	1	5	2	0	0	10
55 - 59	0	0	1	0	0	0	0	0	0	0	0	1
60 - 64	0	0	0	0	0	0	0	0	0	0	0	0
65+	0	0	0	0	0	0	0	0	0	0	0	0
Total	4	1	6	0	4	16	6	13	4	0	0	54

VALUATION PARTICIPANT RECONCILIATION

1. Active lives

a. Number in prior valuation 10/1/2017	56
b. Terminations	
i. Vested (partial or full) with deferred benefits	(3)
ii. Non-vested or full lump sum distribution received	(1)
c. Deaths	
i. Beneficiary receiving benefits	0
ii. No future benefits payable	0
d. Disabled	0
e. Retired	0
f. DROP	(2)
g. Continuing participants	50
h. New entrants	4
i. Total active life participants in valuation	54

2. Non-Active lives (including beneficiaries receiving benefits)

	Service Retirees, Vested Receiving <u>Benefits</u>	DROP <u>Benefits</u>	Receiving Death <u>Benefits</u>	Receiving Disability <u>Benefits</u>	Vested Deferred	<u>Total</u>
a. Number prior valuation	48	0	3	3	1	55
Retired	0	0	0	0	0	0
DROP	0	2	0	0	0	2
Vested Deferred	0	0	0	0	3	3
Death, With Survivor	(1)	0	1	0	0	0
Death, No Survivor	0	0	0	0	0	0
Disabled	0	0	0	0	0	0
Refund of Contributions	0	0	0	0	0	0
Rehires	0	0	0	0	0	0
Expired Annuities	0	0	0	0	0	0
Data Corrections	0	0	0	0	0	0
b. Number current valuation	47	2	4	3	4	60

SUMMARY OF CURRENT PLAN
(Through Ordinance No. 2018-4)

CREDITED SERVICE

Years and fractional parts of years of service with the City as a Firefighter. Service as a volunteer firefighter shall be credited at one month of credited service for each complete year of volunteer service.

SALARY

Prior to 9/25/2012

Fixed monthly compensation (base pay) for services rendered to the City as a Firefighter, plus overtime and all tax-deferred, tax sheltered and tax-exempt items of income. Base pay includes education pay and specialty pay, but excludes lump sum payments of annual leave, sick leave, and compensation leave and other non-regular compensation.

On and After 9/25/2012

The same as above except excluding overtime and incentive pay.

AVERAGE FINAL COMPENSATION

Prior to 9/25/2012

Average Salary paid during the three (3) best years of the last ten (10).

On and After 9/25/2012

Average Salary paid during the five (5) best years of the last (10), provided in no event shall this be less than the average final compensation through 9/25/2012.

NORMAL RETIREMENT

Eligibility

Prior to 9/25/2012

Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

On and After 9/25/2012

Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.

Hired after 12/4/2012

Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount	
Hired before 12/4/2012	3.00% of Average Final Compensation <u>times</u> Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.
Hired after 12/4/2012	2.50% of Average Final Compensation <u>times</u> Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000.
	In no event shall the benefit be less than 2.00% of Average Final Compensation <u>times</u> Credited Service.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
EARLY RETIREMENT	
Eligibility	Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.
Benefit Amount	Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
SUPPLEMENTAL BENEFIT	
	Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional \$20 monthly benefit for each year of service, to a maximum of \$500.
COST-OF-LIVING ADJUSTMENT	
	Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:
Benefits accrued prior to 1/1/2013:	a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement. b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement. c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/2012

None.

DISABILITY

Eligibility

a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.

b) Total and permanent disability as determined by the Board.

Benefit Amount

Non-Service Connected

Benefit computed as for Normal Retirement.

Service Connected

Benefit computed as for Normal Retirement, but not less than 51% of Average Final Compensation.

VESTING (TERMINATION)

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

DEATH

Pre-Retirement

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Post-Retirement

According to optional form of payment selected at retirement.

CONTRIBUTIONS

Employee	7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.
Premium Tax	1.85% tax on applicable insurance policies.
City	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, <u>Florida Statutes</u> .

BOARD OF TRUSTEES

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not more than 60 months.
Rate of Return	Actual net rate of investment return.
Form of Distribution	Cash lump sum (options available).

SHARE PLAN

Pursuant to Chapter 2015-39, Laws of Florida, a supplemental benefit component for special benefits exists but is currently not funded as the City and Membership mutually consented to allow the City use all future State Monies.

STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2018

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Money Market	1,861,873
Total Cash and Equivalents	1,861,873
Receivables:	
State Contributions	388,246
Investment Income	78,572
Total Receivable	466,818
Investments:	
U. S. Bonds and Bills	805,406
Federal Agency Guaranteed Securities	1,036,177
Corporate Bonds	5,470,707
Stocks	8,453,251
Mutual Funds:	
Fixed Income	2,503,762
Equity	8,322,378
Pooled/Common/Commingled Funds:	
Real Estate	1,383,370
Total Investments	27,975,051
Total Assets	30,303,742
<u>LIABILITIES</u>	
Payables:	
Refunds of Member Contributions	33,011
To Broker for Investments Purchased	34,403
Total Liabilities	67,414
NET POSITION RESTRICTED FOR PENSIONS	30,236,328

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2018
Market Value Basis

ADDITIONS

Contributions:

Member	217,736	
Buy-Back	12,086	
City	2,582,544	
State	388,246	
Total Contributions		3,200,612
Investment Income:		
Net Increase in Fair Value of Investments	875,569	
Interest & Dividends	983,103	
Less Investment Expense ¹	(140,153)	
Net Investment Income		1,718,519
Total Additions		4,919,131

DEDUCTIONS

Distributions to Members:

Benefit Payments	2,486,153	
Lump Sum DROP Distributions	0	
Refunds of Member Contributions	48,472	
Total Distributions		2,534,625
Administrative Expense		69,199
Total Deductions		2,603,824
Net Increase in Net Position		2,315,307
NET POSITION RESTRICTED FOR PENSIONS		
Beginning of the Year		27,921,021
End of the Year		30,236,328

¹Investment related expenses include investment advisory, custodial and performance monitoring fees.

NOTES TO THE FINANCIAL STATEMENTS

(For the Year Ended September 30, 2018)

Plan Description

Plan Administration

The Plan is a single-employer defined benefit pension plan administered by the Plan's Board of Trustees comprised of:

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

Plan Membership as of October 1, 2017:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	54
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	1
Active Plan Members	56
	111

Benefits Provided

The Plan provides retirement, termination, disability and death benefits.

Normal Retirement:

Eligibility: Prior to 9/25/2012: Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

Eligibility: On and After 9/25/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.

Eligibility: Hired after 12/4/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount: Hired before 12/4/2012: 3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

Benefit: Hired after 12/4/2012: 2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000. In no event shall the benefit be less than 2.00% of Average Final Compensation times Credit Service.

Early Retirement:

Eligibility: Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.

Benefit Amount: Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Supplemental Benefit:

Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional \$20 monthly benefit for each year of service, to a maximum of \$500.

Cost of Living Adjustment:

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/12: None.

Disability:

Eligibility:

- a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.
- b) Total and permanent disability as determined by the Board.

Benefit Amount Non-Service connected: Benefit computed as for Normal Retirement.

Benefit Amount Service Connected: Benefit computed as for Normal Retirement, but not less than 42% of Average Final Compensation.

Vesting (Termination):

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

Pre-Retirement Death Benefits:

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Share Plan:

Pursuant to Chapter 2015-39, Laws of Florida, a supplemental benefit component for special benefits exists but is currently not funded as the City and Membership mutually consented to allow the City use all future State Monies.

Contributions

Employee: 7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.

Premium Tax: 1.85% tax on applicable insurance policies.

City: Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

Investments

Investment Policy:

The following was the Board's adopted asset allocation policy as of September 30, 2018:

<u>Asset Class</u>	<u>Target Allocation</u>
Domestic Equity	35.0%
International Equity	15.0%
Bonds	30.0%
Convertibles	10.0%
Private Real Estate	5.0%
REITS	5.0%
<u>Total</u>	<u>100.0%</u>

Concentrations:

The Plan did not hold investments in any one organization that represent 5 percent or more of the Pension Plan's Fiduciary Net Position.

Rate of Return:

For the year ended September 30, 2018, the annual money-weighted rate of return on Pension Plan investments, net of Pension Plan investment expense, was 6.13 percent.

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Deferred Retirement Option Program

Eligibility: Satisfaction of Normal Retirement requirements.

Participation: Not more than 60 months.

Rate of Return: Actual net rate of investment return.

The DROP balance as September 30, 2018 is \$19,118.

¹ Election option assumption for two new DROP participants is the Normal Form.

Therefore, Investment Return Earned is not included.

NET PENSION LIABILITY OF THE SPONSOR

The components of the Net Pension Liability of the Sponsor on September 30, 2018 were as follows:

Total Pension Liability	\$ 46,695,815
Plan Fiduciary Net Position	\$ (30,236,328)
Sponsor's Net Pension Liability	<u>\$ 16,459,487</u>
Plan Fiduciary Net Position as a percentage of Total Pension Liability	64.75%

Actuarial Assumptions:

The Total Pension Liability was determined by an actuarial valuation as of October 1, 2017 updated to September 30, 2018 using the following actuarial assumptions:

Inflation	2.70%
Salary Increases	4.00% - 7.00%
Discount Rate	7.50%
Investment Rate of Return	7.50%

Mortality Rate Healthy Inactive Lives:

Female: RP 2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: RP 2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB.

Mortality Rate Healthy Active Lives:

Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB.

Male: RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB.

Mortality Rate Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale.

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

The date of the most recent experience study for which significant assumptions are based upon is not available.

The Long-Term Expected Rate of Return on Pension Plan investments can be determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of Pension Plan investment expenses and inflation) are developed for each major asset class.

For 2018 the inflation rate assumption of the investment advisor was 2.50%.

These ranges are combined to produce the Long-Term Expected Rate of Return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the Pension Plan's target asset allocation as of September 30, 2018 are summarized in the following table:

Asset Class	Long Term Expected Real Rate of Return
Domestic Equity	8.1%
International Equity	3.4%
Bonds	3.6%
Convertibles	6.7%
Private Real Estate	4.9%
REITS	6.8%

GASB 67

Discount Rate:
The Discount Rate used to measure the Total Pension Liability was 7.50 percent.
The projection of cash flows used to determine the Discount Rate assumed that Plan Member contributions will be made at the current contribution rate and that Sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

	1% Decrease	Current	1% Increase
	6.50%	Discount Rate	8.50%
		7.50%	
Sponsor's Net Pension Liability	\$ 22,370,760	\$ 16,459,487	\$ 11,593,637

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

	09/30/2018	09/30/2017	09/30/2016
Total Pension Liability			
Service Cost	506,131	468,739	424,216
Interest	3,348,084	3,225,607	3,037,757
Changes of benefit terms	-	-	(1,577)
Differences between Expected and Actual Experience	21,178	367,210	(100,351)
Changes of assumptions	528,047	549,204	2,361,584
Contributions - Buy Back	12,086	-	-
Benefit Payments, including Refunds of Employee Contributions	(2,534,625)	(2,436,218)	(3,208,450)
Net Change in Total Pension Liability	1,880,901	2,174,542	2,513,179
Total Pension Liability - Beginning	44,814,914	42,640,372	40,127,193
Total Pension Liability - Ending (a)	<u>\$ 46,695,815</u>	<u>\$ 44,814,914</u>	<u>\$ 42,640,372</u>
Plan Fiduciary Net Position			
Contributions - Employer	2,582,544	2,449,781	2,459,983
Contributions - State	388,246	351,038	367,918
Contributions - Employee	217,736	209,651	200,780
Contributions - Buy Back	12,086	-	-
Net Investment Income	1,718,519	2,516,903	2,064,410
Benefit Payments, including Refunds of Employee Contributions	(2,534,625)	(2,436,218)	(3,208,450)
Administrative Expense	(69,199)	(57,973)	(72,625)
Net Change in Plan Fiduciary Net Position	2,315,307	3,033,182	1,812,016
Plan Fiduciary Net Position - Beginning	27,921,021	24,887,839	23,075,823
Plan Fiduciary Net Position - Ending (b)	<u>\$ 30,236,328</u>	<u>\$ 27,921,021</u>	<u>\$ 24,887,839</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 16,459,487</u>	<u>\$ 16,893,893</u>	<u>\$ 17,752,533</u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	64.75%	62.30%	58.37%
Covered Payroll ¹	\$ 2,837,507	\$ 2,735,484	\$ 2,629,023
Net Pension Liability as a percentage of Covered Payroll	580.07%	617.58%	675.25%

Notes to Schedule:

¹ The Covered Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Changes of benefit terms:

For measurement date 09/30/2016, amounts reported as changes of benefit terms resulted from Ordinance No.2016-5, adopted on May 3, 2016 and provided for the following changes:

1. Change the minimum Line of Duty Disability Benefit from 42% to 51% of Average Final Compensation for anyone who becomes Disabled on or after January 1, 2016.
2. Eliminate the criteria, effective January 1, 2016 that in order to enter the DROP it must be done within one year of reaching eligibility for Normal Retirement.
3. Allow all Members who are or become eligible for Normal Retirement access to the DROP, regardless of Tier.
4. Provide for a Share Plan that is not yet funded.

Changes of assumptions:

For measurement date 09/30/2018, amounts reported as changes of assumptions resulted from lowering the investment return assumption from 7.6% to 7.5% per year, net of investment-related expenses.

Continued Changes of assumptions:

For measurement date 09/30/2017, as required by Chapter 2015-157, Laws of Florida, the assumed rates of mortality have been changed from those in the July 1, 2015 FRS valuation report to those used in the July 1, 2016 FRS valuation report.

The investment return assumption was decreased from 7.70% to 7.60%, net of investment related expenses.

For measurement date 09/30/2016, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees.

The inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

The investment return assumption was decreased from 7.80% to 7.70%, net of investment related expenses.

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

	09/30/2015	09/30/2014	09/30/2013
Total Pension Liability			
Service Cost	411,997	379,866	352,054
Interest	2,987,593	2,934,569	2,906,978
Changes of benefit terms	-	-	-
Differences between Expected and Actual Experience	(20,660)	-	-
Changes of assumptions	420,007	-	-
Contributions - Buy Back	-	-	-
Benefit Payments, including Refunds of Employee Contributions	(2,154,771)	(3,195,972)	(2,679,197)
Net Change in Total Pension Liability	1,644,166	118,463	579,834
Total Pension Liability - Beginning	38,483,027	38,364,564	37,784,730
Total Pension Liability - Ending (a)	<u>\$ 40,127,193</u>	<u>\$ 38,483,027</u>	<u>\$ 38,364,564</u>
Plan Fiduciary Net Position			
Contributions - Employer	2,321,223	2,911,058	2,147,607
Contributions - State	391,117	386,195	362,213
Contributions - Employee	182,394	176,907	126,353
Contributions - Buy Back	-	-	-
Net Investment Income	218,115	1,715,914	1,612,796
Benefit Payments, including Refunds of Employee Contributions	(2,154,771)	(3,195,972)	(2,679,197)
Administrative Expense	(77,530)	(53,503)	(54,796)
Net Change in Plan Fiduciary Net Position	880,548	1,940,599	1,514,976
Plan Fiduciary Net Position - Beginning	22,195,275	20,254,676	18,739,700
Plan Fiduciary Net Position - Ending (b)	<u>\$ 23,075,823</u>	<u>\$ 22,195,275</u>	<u>\$ 20,254,676</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 17,051,370</u>	<u>\$ 16,287,752</u>	<u>\$ 18,109,888</u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	57.51%	57.68%	52.80%
Covered Payroll ¹	\$ 2,571,913	\$ 2,247,991	\$ 2,092,775
Net Pension Liability as a percentage of Covered Payroll	662.98%	724.55%	865.35%

Notes to Schedule:

¹ The Covered Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Changes of assumptions:

For measurement date 09/30/2015, amounts reported as changes of assumptions resulted from lowering the investment rate of return from 7.9% to 7.8%.

SCHEDULE OF CONTRIBUTIONS

Last 10 Fiscal Years

Fiscal Year Ended	Actuarially Determined Contribution	Contributions in relation to the Actuarially Determined Contributions	Contribution Deficiency (Excess)	Covered Payroll ¹	Total Contributions as a percentage of Covered Payroll
09/30/2018	\$ 2,897,095	\$ 2,970,790	\$ (73,695)	\$ 2,837,507	104.70%
09/30/2017	\$ 2,776,516	\$ 2,800,819	\$ (24,303)	\$ 2,735,484	102.39%
09/30/2016	\$ 2,689,491	\$ 2,827,901	\$ (138,410)	\$ 2,629,023	107.56%
09/30/2015	\$ 2,691,757	\$ 2,712,340	\$ (20,583)	\$ 2,571,913	105.46%
09/30/2014	\$ 2,888,498	\$ 3,190,654	\$ (302,156)	\$ 2,247,991	141.93%
09/30/2013	\$ 2,303,358	\$ 2,303,358	\$ -	\$ 2,092,775	110.06%

¹ The Covered Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Notes to Schedule

Valuation Date: 10/01/2016

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method: Entry Age Normal.
Amortization Method: Level Percentage of Pay, Closed.
Remaining Amortization Period: 29 Years (as of 10/01/2016).
Mortality Rate: *Healthy Lives*:
Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB.
Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB
Disabled Lives:
Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale.
Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.
The above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2015 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

Termination Rates: See Tables below (1304A). Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Disability Rates: See Tables below (1207). It is assumed that 75% of disablements are service related. Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Retirement Rates "Frozen Benefit":	Old Normal Retirement Date	30%
	Old Normal Retirement Date + 1	15%
	Old Normal Retirement Date + 2	15%
	Old Normal Retirement Date + 3	15%
	Old Normal Retirement Date + 4	15%
	Old Normal Retirement Date + 5	100%
Retirement Rates Benefits accrued after 09/25/12:	New Normal Retirement Date 100%.	
	Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.	
Interest Rate:	7.70% per year compounded annually, net of investment related expenses.	
Salary Increases:	Years of Service	Rate
	Under 5	7.00%
	5 to 9	6.00%
	10 to 14	5.00%
	15 or more	4.00%
	Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.	
Payroll Growth:	None.	
Cost-of-Living Increase "Frozen Benefit":	At least 20 years at retirement: 3.00% per year beginning 5 years after retirement. Otherwise, 1.00% per year beginning 1 year after retirement.	
Cost-of-Living Increase "Future Service Piece":	At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.50% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.	
Cost-of-Living Increase "Hired after 12/4/12":	No cost-of-living adjustment.	
Asset Valuation Method:	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.	
Termination and Disability Rate Table:	% Becoming Disabled During the Year	% Terminating During the Year
	Age	
	20	0.07%
	30	0.11%
	40	0.19%
	50	0.51%
		9.30%
		7.88%
		4.28%
		1.13%

SCHEDULE OF INVESTMENT RETURNS
Last 10 Fiscal Years

Fiscal Year Ended	Annual Money-Weighted Rate of Return Net of Investment Expense
09/30/2018	6.13%
09/30/2017	10.11%
09/30/2016	9.01%
09/30/2015	0.98%
09/30/2014	8.54%
09/30/2013	8.63%

NOTES TO THE FINANCIAL STATEMENTS

(For the Year Ended September 30, 2018)

General Information about the Pension Plan

Plan Description

The Plan is a single-employer defined benefit pension plan administered by the Plan's Board of Trustees comprised of:

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

Each person employed by the City Fire Department as a full-time Firefighter (including volunteer Firefighters) becomes a member of the System as a condition of his employment. All Firefighters are therefore eligible for plan benefits as provided for in the plan document and by applicable law. Notwithstanding the foregoing, the Fire Chief may, within 30 days following employment as Fire Chief, elect in writing, to not become a member of this Plan.

Plan Membership as of October 1, 2017:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	54
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	1
Active Plan Members	56
	<u>111</u>

Benefits Provided

The Plan provides retirement, termination, disability and death benefits.

Normal Retirement:

Eligibility: Prior to 9/25/2012: Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

Eligibility: On and After 9/25/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.

Eligibility: Hired after 12/4/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount: Hired before 12/4/2012: 3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

Benefit: Hired after 12/4/2012: 2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000. In no event shall the benefit be less than 2.00% of Average Final Compensation times Credit Service.

Early Retirement:

Eligibility: Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.

Benefit Amount: Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Supplemental Benefit:

Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional \$20 monthly benefit for each year of service, to a maximum of \$500.

Cost of Living Adjustment:

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/12: None.

Disability:

Eligibility:

a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.

b) Total and permanent disability as determined by the Board.

Benefit Amount Non-Service connected: Benefit computed as for Normal Retirement.

Benefit Amount Service Connected: Benefit computed as for Normal Retirement, but not less than 42% of Average Final Compensation.

Vesting (Termination):

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

Pre-Retirement Death Benefits:

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Share Plan:

Pursuant to Chapter 2015-39, Laws of Florida, a supplemental benefit component for special benefits exists but is currently not funded as the City and Membership mutually consented to allow the City use all future State Monies.

Contributions

Employee: 7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.

Premium Tax: 1.85% tax on applicable insurance policies.

City: Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

Net Pension Liability

The measurement date is September 30, 2018.

The measurement period for the pension expense was October 1, 2017 to September 30, 2018.

The reporting period is October 1, 2017 through September 30, 2018.

The Sponsor's Net Pension Liability was measured as of September 30, 2018.

The Total Pension Liability used to calculate the Net Pension Liability was determined as of that date.

Actuarial Assumptions:

The Total Pension Liability was determined by an actuarial valuation as of October 1, 2017 updated to September 30, 2018 using the following actuarial assumptions:

Inflation	2.70%
Salary Increases	4.00% - 7.00%
Discount Rate	7.50%
Investment Rate of Return	7.50%

Mortality Rate Healthy Inactive Lives:

Female: RP 2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: RP 2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB.

Mortality Rate Healthy Active Lives:

Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB.

Male: RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB.

Mortality Rate Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

The date of the most recent experience study for which significant assumptions are based upon is not available.

The Long-Term Expected Rate of Return on Pension Plan investments can be determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of Pension Plan investment expenses and inflation) are developed for each major asset class.

For 2018 the inflation rate assumption of the investment advisor was 2.50%.

These ranges are combined to produce the Long-Term Expected Rate of Return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the Pension Plan's target asset allocation as of September 30, 2018 are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Domestic Equity	35.0%	8.1%
International Equity	15.0%	3.4%
Bonds	30.0%	3.6%
Convertibles	10.0%	6.7%
Private Real Estate	5.0%	4.9%
REITS	5.0%	6.8%
Total	100.0%	

Discount Rate:

The Discount Rate used to measure the Total Pension Liability was 7.50 percent.

The projection of cash flows used to determine the Discount Rate assumed that Plan Member contributions will be made at the current contribution rate and that Sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

CHANGES IN NET PENSION LIABILITY

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a)-(b)
Balances at September 30, 2017	\$ 44,814,914	\$ 27,921,021	\$ 16,893,893
Changes for a Year:			
Service Cost	506,131	-	506,131
Interest	3,348,084	-	3,348,084
Differences between Expected and Actual Experience	21,178	-	21,178
Changes of assumptions	528,047	-	528,047
Changes of benefit terms	-	-	-
Contributions - Employer	-	2,582,544	(2,582,544)
Contributions - State	-	388,246	(388,246)
Contributions - Employee	-	217,736	(217,736)
Contributions - Buy Back	12,086	12,086	-
Net Investment Income	-	1,718,519	(1,718,519)
Benefit Payments, including Refunds of Employee Contributions	(2,534,625)	(2,534,625)	-
Administrative Expense	-	(69,199)	69,199
Net Changes	1,880,901	2,315,307	(434,406)
Balances at September 30, 2018	\$ 46,695,815	\$ 30,236,328	\$ 16,459,487

Sensitivity of the Net Pension Liability to changes in the Discount Rate.

	Current Discount		
	1% Decrease	Rate	1% Increase
	6.50%	7.50%	8.50%
Sponsor's Net Pension Liability	\$ 22,370,760	\$ 16,459,487	\$ 11,593,637

Pension Plan Fiduciary Net Position.

Detailed information about the pension Plan's Fiduciary Net Position is available in a separately issued Plan financial report.

PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS

For the year ended September 30, 2018, the Sponsor will recognize a Pension Expense of \$2,640,233.

On September 30, 2018, the Sponsor reported Deferred Outflows of Resources and Deferred Inflows of Resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Expected and Actual Experience	236,211	44,272
Changes of assumptions	1,754,194	-
Net difference between Projected and Actual Earnings on Pension Plan investments	195,085	-
Total	<u>\$ 2,185,490</u>	<u>\$ 44,272</u>

Amounts reported as Deferred Outflows of Resources and Deferred Inflows of Resources related to pensions will be recognized in Pension Expense as follows:

Year ended September 30:	
2019	\$ 1,079,232
2020	\$ 687,067
2021	\$ 289,688
2022	\$ 85,231
2023	\$ -
Thereafter	\$ -

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

	09/30/2018	09/30/2017	09/30/2016
Total Pension Liability			
Service Cost	506,131	468,739	424,216
Interest	3,348,084	3,225,607	3,037,757
Changes of benefit terms	-	-	(1,577)
Differences between Expected and Actual Experience	21,178	367,210	(100,351)
Changes of assumptions	528,047	549,204	2,361,584
Contributions - Buy Back	12,086	-	-
Benefit Payments, including Refunds of Employee Contributions	(2,534,625)	(2,436,218)	(3,208,450)
Net Change in Total Pension Liability	1,880,901	2,174,542	2,513,179
Total Pension Liability - Beginning	44,814,914	42,640,372	40,127,193
Total Pension Liability - Ending (a)	<u>\$ 46,695,815</u>	<u>\$ 44,814,914</u>	<u>\$ 42,640,372</u>
Plan Fiduciary Net Position			
Contributions - Employer	2,582,544	2,449,781	2,459,983
Contributions - State	388,246	351,038	367,918
Contributions - Employee	217,736	209,651	200,780
Contributions - Buy Back	12,086	-	-
Net Investment Income	1,718,519	2,516,903	2,064,410
Benefit Payments, including Refunds of Employee Contributions	(2,534,625)	(2,436,218)	(3,208,450)
Administrative Expense	(69,199)	(57,973)	(72,625)
Net Change in Plan Fiduciary Net Position	2,315,307	3,033,182	1,812,016
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Plan Fiduciary Net Position - Ending (b)	<u>\$ 30,236,328</u>	<u>\$ 27,921,021</u>	<u>\$ 24,887,839</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 16,459,487</u>	<u>\$ 16,893,893</u>	<u>\$ 17,752,533</u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	64.75%	62.30%	58.37%
Covered Payroll ¹	\$ 2,837,507	\$ 2,735,484	\$ 2,629,023
Net Pension Liability as a percentage of Covered Payroll	580.07%	617.58%	675.25%

Notes to Schedule:

¹ The Covered Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Changes of benefit terms:

For measurement date 09/30/2016, amounts reported as changes of benefit terms resulted from Ordinance No.2016-5, adopted on May 3, 2016 and provided for the following changes:

1. Change the minimum Line of Duty Disability Benefit from 42% to 51% of Average Final Compensation for anyone who becomes Disabled on or after January 1, 2016.
2. Eliminate the criteria, effective January 1, 2016 that in order to enter the DROP it must be done within one year of reaching
3. Allow all Members who are or become eligible for Normal Retirement access to the DROP, regardless of Tier.
4. Provide for a Share Plan that is not yet funded.

Changes of assumptions:

For measurement date 09/30/2018, amounts reported as changes of assumptions resulted from lowering the investment return assumption from 7.6% to 7.5% per year, net of investment-related expenses.

Continued Changes of assumptions:

For measurement date 09/30/2017, as required by Chapter 2015-157, Laws of Florida, the assumed rates of mortality have been changed from those in the July 1, 2015 FRS valuation report to those used in the July 1, 2016 FRS valuation report.

The investment return assumption was decreased from 7.70% to 7.60%, net of investment related expenses.

For measurement date 09/30/2016, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees.

The inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

The investment return assumption was decreased from 7.80% to 7.70%, net of investment related expenses.

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

	09/30/2015	09/30/2014	09/30/2013
Total Pension Liability			
Service Cost	411,997	379,866	352,054
Interest	2,987,593	2,934,569	2,906,978
Changes of benefit terms	-	-	-
Differences between Expected and Actual Experience	(20,660)	-	-
Changes of assumptions	420,007	-	-
Contributions - Buy Back	-	-	-
Benefit Payments, including Refunds of Employee Contributions	(2,154,771)	(3,195,972)	(2,679,197)
Net Change in Total Pension Liability	1,644,166	118,463	579,834
Total Pension Liability - Beginning	38,483,027	38,364,564	37,784,730
Total Pension Liability - Ending (a)	<u>\$ 40,127,193</u>	<u>\$ 38,483,027</u>	<u>\$ 38,364,564</u>
Plan Fiduciary Net Position			
Contributions - Employer	2,321,223	2,911,058	2,147,607
Contributions - State	391,117	386,195	362,213
Contributions - Employee	182,394	176,907	126,353
Contributions - Buy Back	-	-	-
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Benefit Payments, including Refunds of Employee Contributions	(2,154,771)	(3,195,972)	(2,679,197)
Administrative Expense	(77,530)	(53,503)	(54,796)
Net Change in Plan Fiduciary Net Position	880,548	1,940,599	1,514,976
Plan Fiduciary Net Position - Beginning	22,195,275	20,254,676	18,739,700
Plan Fiduciary Net Position - Ending (b)	<u>\$ 23,075,823</u>	<u>\$ 22,195,275</u>	<u>\$ 20,254,676</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 17,051,370</u>	<u>\$ 16,287,752</u>	<u>\$ 18,109,888</u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	57.51%	57.68%	52.80%
Covered Payroll ¹	\$ 2,571,913	\$ 2,247,991	\$ 2,092,775
Net Pension Liability as a percentage of Covered Payroll	662.98%	724.55%	865.35%

Notes to Schedule:

¹ The Covered Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Changes of assumptions:

For measurement date 09/30/2015, amounts reported as changes of assumptions resulted from lowering the investment rate of return from 7.9% to 7.8%.

SCHEDULE OF CONTRIBUTIONS

Last 10 Fiscal Years

Fiscal Year Ended	Actuarially Determined Contribution	Contributions in relation to the Actuarially Determined Contributions	Contribution Deficiency (Excess)	Covered Payroll ¹	Total Contributions as a percentage of Covered Payroll
09/30/2018	\$ 2,897,095	\$ 2,970,790	\$ (73,695)	\$ 2,837,507	104.70%
09/30/2017	\$ 2,776,516	\$ 2,800,819	\$ (24,303)	\$ 2,735,484	102.39%
09/30/2016	\$ 2,689,491	\$ 2,827,901	\$ (138,410)	\$ 2,629,023	107.56%
09/30/2015	\$ 2,691,757	\$ 2,712,340	\$ (20,583)	\$ 2,571,913	105.46%
09/30/2014	\$ 2,888,498	\$ 3,190,654	\$ (302,156)	\$ 2,247,991	141.93%
09/30/2013	\$ 2,303,358	\$ 2,303,358	\$ -	\$ 2,092,775	110.06%

¹ The Covered Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Notes to Schedule

Valuation Date: 10/01/2016

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method: Entry Age Normal.

Amortization Method: Level Percentage of Pay, Closed.

Remaining Amortization Period: 29 Years (as of 10/01/2016).

Mortality Rate: *Healthy Lives:*

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale.

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

The above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2015 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

Termination Rates: See Tables below (1304A). Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Disability Rates: See Tables below (1207). It is assumed that 75% of disablements are service related. Based upon other studies of municipal Firefighters, we feel this assumption

Retirement Rates "Frozen Benefit":	Old Normal Retirement Date	30%
	Old Normal Retirement Date + 1	15%
	Old Normal Retirement Date + 2	15%
	Old Normal Retirement Date + 3	15%
	Old Normal Retirement Date + 4	15%
	Old Normal Retirement Date + 5	100%

Retirement Rates Benefits accrued after 09/25/12:

New Normal Retirement Date 100%.

Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Interest Rate:

7.70% per year compounded annually, net of investment related expenses.

Salary Increases:

Years of Service	Rate
Under 5	7.00%
5 to 9	6.00%
10 to 14	5.00%
15 or more	4.00%

Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Payroll Growth:

None.

Cost-of-Living Increase "Frozen Benefit":

At least 20 years at retirement: 3.00% per year beginning 5 years after retirement. Otherwise, 1.00% per year beginning 1 year after retirement.

Cost-of-Living Increase "Future Service Piece":

At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.50% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.

Cost-of-Living Increase "Hired after Asset Valuation Method:

No cost-of-living adjustment.

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Termination and Disability Rate Table:

Age	Disabled During the Year	% Terminating During the Year
20	0.07%	9.30%
30	0.11%	7.88%
40	0.19%	4.28%
50	0.51%	1.13%

COMPONENTS OF PENSION EXPENSE
FISCAL YEAR SEPTEMBER 30, 2018

	Net Pension Liability	Deferred Inflows	Deferred Outflows	Pension Expense
Beginning balance	\$ 16,893,893	\$ 697,610	\$ 2,942,677	\$ -
Total Pension Liability Factors:				
Service Cost	506,131	-	-	506,131
Interest	3,348,084	-	-	3,348,084
Changes in benefit terms	-	-	-	-
Contributions - Buy Back	12,086	-	-	12,086
Differences between Expected and Actual Experience with regard to economic or demographic assumptions	21,178	-	21,178	-
Current year amortization of experience difference	-	(24,202)	(78,735)	54,533
Change in assumptions about future economic or demographic factors or other inputs	528,047	-	528,047	-
Current year amortization of change in assumptions	-	-	(798,170)	798,170
Benefit Payments, including Refunds of Employee Contributions	(2,534,625)	-	-	-
Net change	1,880,901	(24,202)	(327,680)	4,719,004
Plan Fiduciary Net Position:				
Contributions - Employer	2,582,544	-	-	-
Contributions - State	388,246	-	-	-
Contributions - Employee	217,736	-	-	(217,736)
Contributions - Buy Back	12,086	-	-	(12,086)
Projected Net Investment Income	2,144,676	-	-	(2,144,676)
Difference between projected and actual earnings on Pension Plan investments	(426,157)	-	426,157	-
Current year amortization	-	(171,001)	(397,529)	226,528
Benefit Payments, including Refunds of Employee Contributions	(2,534,625)	-	-	-
Administrative Expenses	(69,199)	-	-	69,199
Net change	2,315,307	(171,001)	28,628	(2,078,771)
Ending Balance	\$ 16,459,487	\$ 502,407	\$ 2,643,625	\$ 2,640,233

AMORTIZATION SCHEDULE - INVESTMENTS

Increase (Decrease) in Pension Expense Arising from the Recognition of the of Differences Between Projected and Actual Earnings on Pension
Plan Investments

Plan Year Ending	Differences Between Projected and Actual Earnings	Recognition Period (Years)	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
2015	\$ 1,561,478	5	\$ 312,296	\$ 312,296	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2016	\$ (274,339)	5	\$ (54,868)	\$ (54,868)	\$ (54,868)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2017	\$ (580,663)	5	\$ (116,133)	\$ (116,133)	\$ (116,133)	\$ (116,133)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2018	\$ 426,157	5	\$ 85,233	\$ 85,231	\$ 85,231	\$ 85,231	\$ 85,231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Increase (Decrease) in Pension Expense			\$ 226,528	\$ 226,526	\$ (85,770)	\$ (30,902)	\$ 85,231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

AMORTIZATION SCHEDULE - CHANGES OF ASSUMPTIONS

Increase (Decrease) in Pension Expense Arising from the Recognition of the Effects of Changes of Assumptions

Plan Year Ending	Changes of Assumptions	Recognition Period (Years)	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
2015	\$ 420,007	5	\$ 84,001	\$ 84,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2016	\$ 2,361,584	5	\$ 472,317	\$ 472,317	\$ 472,317	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2017	\$ 549,204	5	\$ 109,841	\$ 109,841	\$ 109,841	\$ 109,841	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2018	\$ 528,047	4	\$ 132,011	\$ 132,012	\$ 132,012	\$ 132,012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Increase (Decrease) in Pension Expense			\$ 798,170	\$ 798,171	\$ 714,170	\$ 241,853	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

AMORTIZATION SCHEDULE - EXPERIENCE

Increase (Decrease) in Pension Expense Arising from the Recognition of the Effects of Differences between Expected and Actual Experience

Plan Year Ending	Differences Between Expected and Actual Experience	Recognition Period (Years)	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
2015	\$ (20,660)	5	\$ (4,132)	\$ (4,132)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2016	\$ (100,351)	5	\$ (20,070)	\$ (20,070)	\$ (20,070)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2017	\$ 367,210	5	\$ 73,442	\$ 73,442	\$ 73,442	\$ 73,442	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2018	\$ 21,178	4	\$ 5,293	\$ 5,295	\$ 5,295	\$ 5,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Increase (Decrease) in Pension Expense			\$ 54,533	\$ 54,535	\$ 58,667	\$ 78,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: No

SUBJECT: (G23) Parks & Recreation Advisory Board Report

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: Mark Bowling vice chair of the Board will present the report.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Susan Lovallo
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 4/16/2019
Approved - 4/16/2019
Approved - 4/18/2019
Final Approval - 4/19/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: No

SUBJECT: (H24) Resolution No. 19-18 - Interlocal Agreement for Distribution of Local Option Fuel Tax

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

Move to approve Resolution No. 19-18 - Interlocal Agreement for Distribution of Local Option Fuel Tax

SUMMARY:

Florida Statue 336.025 provides local governments the authority to impose and distribute the 6-Cent and 5-Cent Local Option Fuel Taxes for every gallon of motor fuel sold within the county. The County of Volusia and its cities approved an interlocal agreement in 2003 that provided the distribution formula. This original agreement expired in 2013, but was renewed that same year for an additional 5 years. Last year the County and the cities agreed to a 1-year extension using the same formula (although the City of Port Orange did not pass the resolution). The current agreement (an extension of the 2003 document) expires on August 31, 2019.

The distribution formula has not changed since 2003. The formula is as follows:
From the first \$22,170,519.32 distributed:

Volusia County	57.239%
Daytona Beach	7.708%
Daytona Beach Shores	1.228%
DeBary	2.038%
DeLand	2.350%
Deltona	9.428%
Edgewater	1.847%
Holly Hill	1.247%
Lake Helen	0.253%
New Smyrna Beach	3.320%
Oak Hill	0.152%
Orange City	0.840%
Ormond Beach	5.087%
Pierson	0.210%
Ponce Inlet	0.653%
Port Orange	5.017%

South Daytona	1.383%
Municipal Total	42.761%
Total	100.000%

If the annual collection exceeds \$22,170,519.32, the distribution is as follows:

The County receives 57.239%. The cities split the remaining 42.761% based on their percentage of property value, population, and lane miles.

All participating cities signed the 2013 and 2018 extensions except for Port Orange. Port Orange did not agree with the formula at the time it was negotiated with the County and all other cities. However, based on state law, if the population in the cities that sign the interlocal includes a majority of the County residents, then the interlocal goes into effect anyway and the dissenting city participates by default.

Staff from Volusia County and all participating cities have discussed the expiring agreement and there does not seem to be any appetite to negotiate a new formula this year as we are still working together on the possible infrastructure sales tax.

The proposed one-year extension would provide enough time for the infrastructure sales tax issue to resolve itself (whether it is approved by referendum or not). It would also provide more sufficient time for the Cities and the County to negotiate a new distribution formula.

If a majority of the participating cities and County cannot agree on a formula, the distribution reverts to the standard state formula, which is as follows, "The proceeds of the tax shall be distributed among the county government and eligible municipalities based on the transportation expenditures of each for the immediately preceding 5 fiscal years, as a proportion of the total of such expenditures for the county and all municipalities within the county."

Staff recommends the one-year extension. Before this extension expires, we aspire to negotiate a more favorable distribution methodology that is more logical for Port Orange and the rest of the County.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Reso. No. 19-18	Reso. No. 19-18.pdf
2.	2003 Volusia Interlocal	2003 Volusia Interlocal.pdf
3.	2013 Volusia Extension	2013 Volusia Extension.pdf
4.	2018 Volusia Interlocal 1 year extension	2018 Volusia Interlocal 1 year extension.pdf
5.	Reso. No. 18-11	Reso. No. 18-11.pdf
6.	Local Option Fuel Tax - One Year Renewal 2019-20	Local Option Fuel Tax - One Year Renewal 2019-20.docx

Alan Rosen
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 3/25/2019
Approved - 3/26/2019
Approved - 4/26/2019
Approved - 4/29/2019
Final Approval - 4/29/2019

RESOLUTION NO. 19-18

**A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, SUPPORTING THE ONE
YEAR EXTENSION TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION
FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2019 –
AUGUST 31, 2020; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, this extension to the agreement is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities of Volusia County by which it is executed.

WHEREAS, the existing Interlocal Agreement governing the distribution of the Local Option Fuel Taxes is set to expire on midnight, August 31, 2019;

WHEREAS, the parties desire to extend the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional one year.

NOW, THEREFORE, and in consideration of the premises above, and the mutual covenants contained herein, the parties hereby agree as follows:

Section 1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2013 – August 31, 2019 is hereby extended for an additional one (1) year. This extension shall extend the Agreement to terminate midnight, August 31, 2020.

Section 2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

Section 3. This extension to the Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

Section 4. This extension to the Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this extension to the Agreement on the date set forth below.

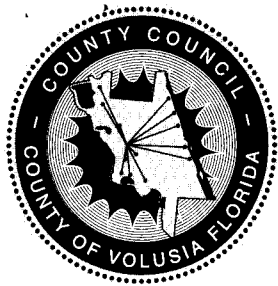
MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted this day of

Reviewed and Approved: _____
Margaret T. Roberts. City Attorney



County of Volusia

COUNTY MANAGER

123 West Indiana Avenue • DeLand, Florida 32720-4612
(386) 736-5920 • 257-6011 • 423-3860 • Fax: 822-5707
www.volusia.org

FRANK T. BRUNO, JR.
CHAIR
DISTRICT 2

JOSEPH C. JAYNES
VICE-CHAIR
DISTRICT 4

DWIGHT D. LEWIS
DISTRICT 1

JACK H. HAYMAN, SR.
DISTRICT 3

BILL LONG
DISTRICT 5

PATRICIA NORTHEY
AT LARGE

JOIE ALEXANDER
AT LARGE

CYNTHIA A. COTO
COUNTY MANAGER

October 6, 2003

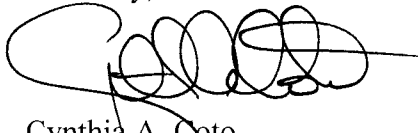
Mr. Kenneth W. Parker
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

Dear Mr. Parker:

Enclosed please find an original executed copy of Interlocal Agreement for the Distribution of Proceeds from the Local Option Fuel Tax proceeds between the County of Volusia and the City of Port Orange.

Also enclosed are fully executed copies of the signature pages for other municipalities.

Sincerely,



Cynthia A. Coto
County Manager

CAC/db

Enc.

CITY OF PORT ORANGE
RECEIVED

OCT 17 2003

CITY MANAGER

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

THIS AGREEMENT between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities by which it is executed, provides for the distribution of the proceeds of the 6-Cent Local Option Fuel Tax imposed by the County of Volusia under the authority of Section 336.025(1)(a), Florida Statutes (2003), as amended, and the Additional 5-Cent Local Option Fuel Tax imposed by the County of Volusia under the authority of Section 336.025(1)(b), Florida Statutes (2003), as amended, and Chapter 114, Articles III and VI, County Code of Ordinances, as follows:

1. In addition to any other taxes allowed by law, the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax upon every gallon of motor fuel sold in Volusia County under the authority of the statutes and ordinances referred to above shall be distributed to county and participating municipal governments in Volusia County.
2. Fifty-seven and two hundred thirty-nine thousandths percent (57.239%) of the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax levied under the authority of the statutes and the ordinances referred to above shall be distributed to County of Volusia.
3. Forty-two and seven hundred sixty-one thousandths percent (42.761%) of the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local option Fuel Tax levied under the authority of the statutes and ordinances referred to above shall be distributed to municipalities within Volusia County (hereinafter

"participating municipalities"). For each calendar year, the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax shall be distributed among the participating municipalities as follows:

- (a) From the first \$22,170,519.32 of the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax received by the Florida Department of Revenue collected within Volusia County in each calendar year:
 - (1) Seven and seven hundred eight thousandths percent (7.708%) shall be distributed to the City of Daytona Beach.
 - (2) One and two hundred twenty eight thousandths percent (1.228%) shall be distributed to the City of Daytona Beach Shores.
 - (3) Two and thirty eight thousandths percent (2.038%) shall be distributed to the City of Debary.
 - (4) Two and three hundred fifty thousandths percent (2.350%) shall be distributed to the City of DeLand.
 - (5) Nine and four hundred twenty eight thousandths percent (9.428%) shall be distributed to the City of Deltona.
 - (6) One and eight hundred forty seven thousandths percent (1.847%) shall be distributed to the City of Edgewater.
 - (7) One and two hundred forty seven thousandths percent (1.247%) shall be distributed to the City of Holly Hill.
 - (8) Two hundred fifty three thousandths percent (0.253%) shall be distributed to the City of Lake Helen.

- (9) Three and three hundred twenty thousandths percent (3.320%) shall be distributed to the City of New Smyrna Beach.
- (10) One hundred fifty two thousandths percent (0.152%) shall be distributed to the City of Oak Hill.
- (11) Eight hundred forty thousandths percent (0.840%) shall be distributed to the City of Orange City.
- (12) Five and eighty seven thousandths percent (5.087%) shall be distributed to the City of Ormond Beach.
- (13) Two hundred ten thousandths percent (0.210%) shall be distributed to the Town of Pierson.
- (14) Six hundred fifty three thousandths percent (0.653%) shall be distributed to the Town of Ponce Inlet.
- (15) Five and seventeen thousandths percent (5.017%) shall be distributed to the City of Port Orange.
- (16) One and three hundred eighty three thousandths percent (1.383%) shall be distributed to the City of South Daytona.
- (b) From forty-two and seven hundred sixty-one thousandths percent (42.761%) of the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax received by the Florida Department of Revenue collected within Volusia County in each calendar year in excess of \$22,170,519.32:
 - (1) One third shall be divided among the participating municipalities based on the ratio of each participating municipality's total assessed property value including exempt

and immune properties to the total assessed property value of all participating municipalities. The assessed property value utilized shall be derived from the most recent final tax roll certified by the Volusia County Property Appraiser; and

- (2) One third shall be divided among the participating municipalities based on the ratio of each participating municipality's current population to the total current population of all participating municipalities. The populations utilized shall be as determined by the most recent available report, Florida Estimates of Population, published by the Bureau of Economic and Business Research, University of Florida; and
- (3) One third shall be divided among the participating municipalities based on the ratio of current lane miles of city roads of each participating municipality to the total current lane miles of city roads of all participating municipalities. Lane miles of city roads utilized shall be as determined by the most recent available report of the Florida Department of Transportation, City/County Mileage Report.
- (4) Prior to July 1 each year, the County shall recalculate the ratios in section 3(b) based upon the latest available data and advise the Florida Department of Revenue and the participating municipalities of the revised percentages the participating municipalities will receive in the next calendar year.

4. Only those municipalities eligible for participation in the distribution of moneys under Parts II and VI of Chapter 218, Florida Statutes, are eligible to receive any portion of the proceeds of the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax imposed by the County. Any funds otherwise undistributed because of ineligibility shall be distributed to eligible governments within the County in the same proportion as the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax funds distributed to eligible governments.
5. The County and participating municipalities shall utilize moneys received from the 6-Cent Local Option Fuel Tax only for transportation expenditures as provided in Section 336.025(1)(a)1, Florida Statutes (2003), or as may hereafter be provided by law.
6. The County and participating municipalities shall use moneys received pursuant to the Additional 5-Cent Local Option Fuel Tax for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments as provided in Section 336.025(1)(b)3, Florida Statutes (2003), or as may hereafter be provided by law. For the purposes of this paragraph, expenditures for the construction of new roads, or the reconstruction or resurfacing of existing paved roads or the paving of existing graded roads shall be deemed to increase capacity and such projects shall be included in the capital improvements element of an adopted

comprehensive plan. Expenditures of the Additional 5-Cent Local Option Fuel Tax shall not include routine maintenance of roads. Routine maintenance means minor repairs and associated tasks necessary to maintain a safe and efficient transportation system. The term routine maintenance includes: pavement patching; shoulder repair, cleaning and repair of drainage ditches, traffic signs, and structures; mowing; bridge inspection and maintenance; pavement striping; litter clean up; and other similar activities.

7. For the purposes of this agreement, "transportation expenditures" means expenditures by the local government from local or state shared revenue sources, excluding expenditures of bond proceeds, for the following programs:

- (a) Public transportation operations and maintenance;
- (b) Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment;
- (c) Roadway and right-of-way drainage;
- (d) Street lighting;
- (e) Traffic signs, traffic engineering, signalization, and pavement markings;
- (f) Bridge maintenance and operation; and
- (g) Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.

8. The County and participating municipalities shall separately budget and account for the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax in order to segregate expenditures of each tax for compliance with the limitations on expenditures contained in this agreement.

In the alternative, the County or a participating municipality may budget and account for the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax in combination so long as each and every expenditure of either Local Option Fuel Tax is limited to the uses proscribed for the Additional 5-Cent Local Option Fuel Tax as set forth in Section 336.025(1)(b)3, Florida Statutes (2003), or whatever is the most restrictive use of any Local Option Fuel Tax moneys as may be hereafter proscribed by law.
9. This agreement shall apply to the proceeds of the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax levied on motor fuels sold between 12:01 a.m., September 1, 2003, and midnight, August 31, 2013, whether or not those proceeds are actually collected or received within that period.
10. This agreement shall become effective if, prior to August 15, 2003, it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County. It may be executed by signature on a separate sheet attaching a copy of the agreement. The original agreement with all original signature pages shall be maintained on file in the Office of the County Manager. If it shall not be executed by the County and by the requisite number of

participating municipalities prior to the date set forth above, it shall be of no effect, and any local option fuel tax imposed under this statute referred to above shall be divided as otherwise provided by law.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates indicated below.

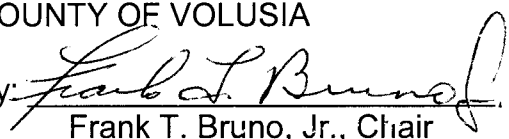
INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest:


Cynthia A. Goto
County Manager

COUNTY COUNCIL
COUNTY OF VOLUSIA

By:

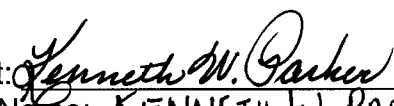

Frank T. Bruno, Jr., Chair

Date:

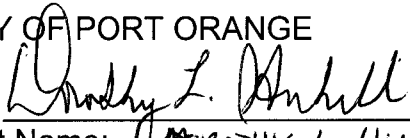
9/22/03

CITY OF PORT ORANGE

Attest:


Print Name: KENNETH W. PARKER

By:


Print Name: DOROTHY L. HUKILL
mayor

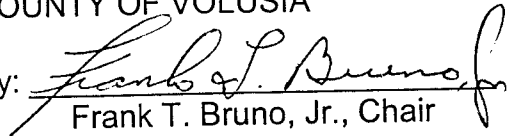
Date:

8/5/2003

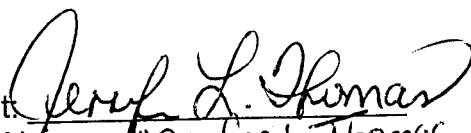
INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 
Cynthia A. Coto
County Manager

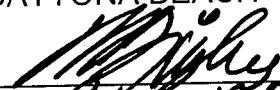
COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 
Frank T. Bruno, Jr., Chair

Date: 9-22-03

Attest: 
Print Name: Jennifer L. Thomas

CITY OF DAYTONA BEACH

By: 
Print Name: Richard F. Dudley

Date: 8-8-03

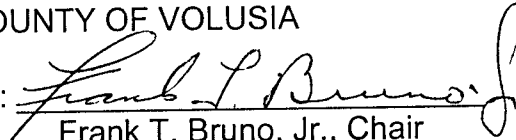
APPROVED:


CITY ATTORNEY

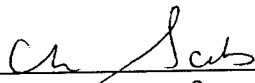
INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 
Cynthia A. Coto
County Manager

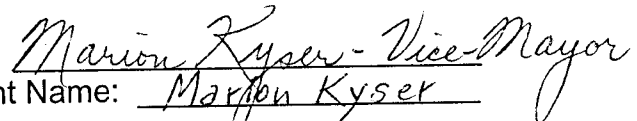
COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 
Frank T. Bruno, Jr., Chair

Date: 9-22-23

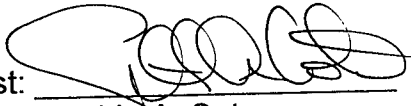
Attest: 
Print Name: Cheri Schwarz

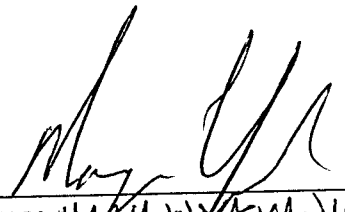
CITY OF DAYTONA BEACH SHORES

By: 
Print Name: Marion Kyser

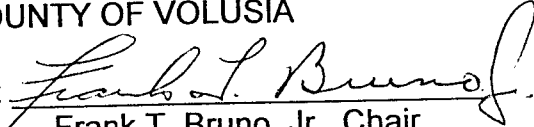
Date: 8/27/03

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 
Cynthia A. Coto
County Manager

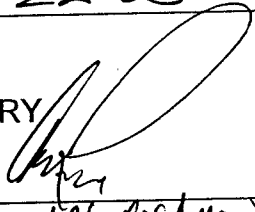
Attest: 
Print Name: MARY ANN ASKANICH
Date: 8/7/03

COUNTY COUNCIL
COUNTY OF VOLUSIA

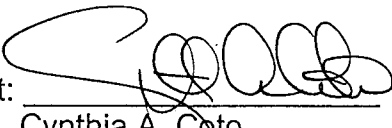
By: 
Frank T. Bruno, Jr., Chair

Date: 9-22-03

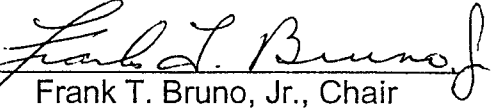
CITY OF DEBARY

By: 
Print Name: CARMEN ROSAMOND

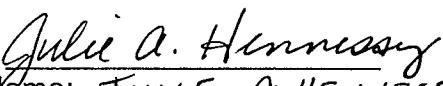
INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 
Cynthia A. Coto
County Manager

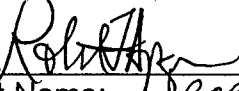
COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 
Frank T. Bruno, Jr., Chair

Date: 9/22/03

Attest: 
Print Name: JULIE A. HENNESSY
CITY CLERK

CITY OF DELAND

By: 
Print Name: ROBERT F. APGAR

Date: 8-4-03

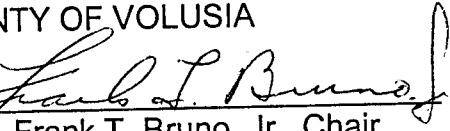
INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest:


Cynthia A. Coto
County Manager

COUNTY COUNCIL
COUNTY OF VOLUSIA

By:


Frank T. Bruno, Jr., Chair

Date:

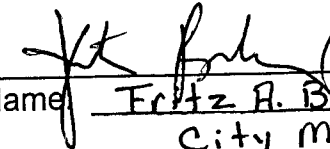
9-22-03

Attest:


Print Name: Faith G. Miller,
City Clerk

By:

Print Name:


Fritz A. Debring,
City Manager

Date:

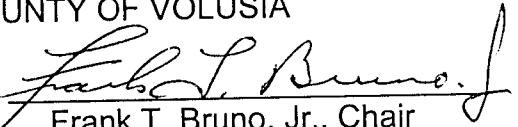
August 5, 2003

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 

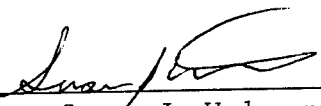
Cynthia A. Coto
County Manager

COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 

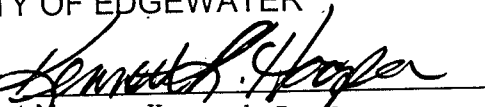
Frank T. Bruno, Jr., Chair

Date: 9-22-03

Attest: 

Print Name: Susan J. Wadsworth

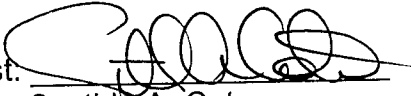
CITY OF EDGEWATER

By: 

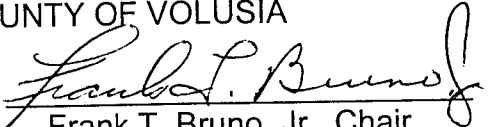
Print Name: Kenneth R. Hooper-City Manager

Date: August 18, 2003

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 
Cynthia A. Coto
County Manager

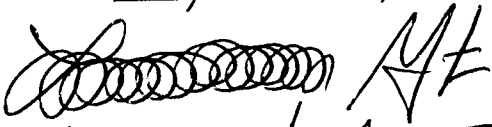
COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 
Frank T. Bruno, Jr., Chair

Date: September 17, 2003

Attest: 
Print Name: DON FINDELL

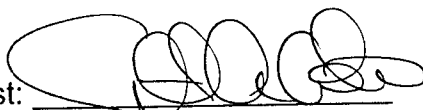
Date: September 4, 2003


LONNIE N. GROOT
CITY ATTORNEY

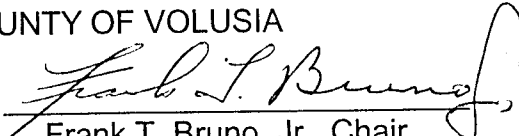
CITY OF LAKE HELEN

By: 
Print Name: Mark Shuttlesworth
Mayor -

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

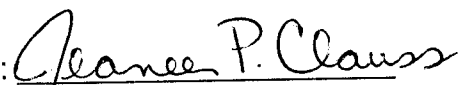
Attest: 
Cynthia A. Coto
County Manager

COUNTY COUNCIL
COUNTY OF VOLUSIA

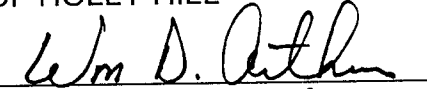
By: 
Frank T. Bruno, Jr., Chair

Date: 9-22-03

CITY OF HOLLY HILL

Attest: 

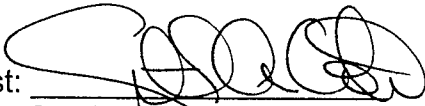
Print Name: Jeanne P. Clauss, City Clerk

By: 

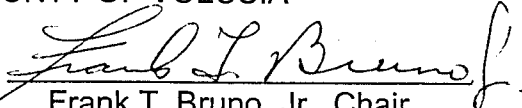
Print Name: William D. Arthur, Mayor

Date: 8-12-03

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 
Cynthia A. Coto
County Manager

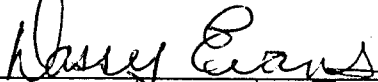
COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 
Frank T. Bruno, Jr., Chair

Date: 9/22/23

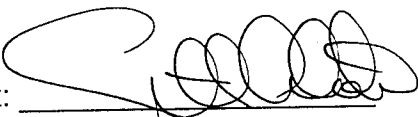
Attest: 
Print Name: Kim Cherbano

CITY OF OAK HILL

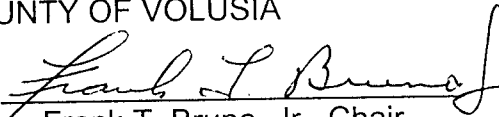
By: 
Print Name: DARRY EVANS

Date: 8-7-03

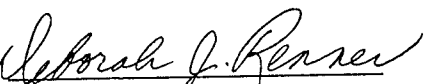
INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 
Cynthia A. Coto
County Manager

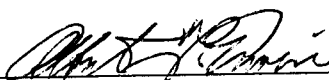
COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 
Frank T. Bruno, Jr., Chair

Date: 9-22-23

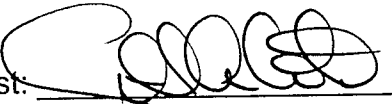
Attest: 
Print Name: Deborah J. Renner

CITY OF ORANGE CITY

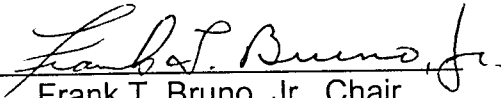
By: 
Print Name: Albert T. Erwin, Mayor

Date: August 13, 2003

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 
Cynthia A. Coto
County Manager

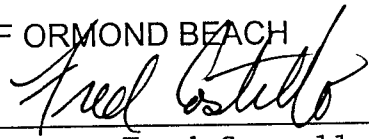
COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 
Frank T. Bruno, Jr., Chair

Date: 9-22-03

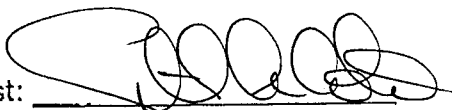
Attest: 
Print Name: Isaac D. Turner
City Manager

CITY OF ORMOND BEACH

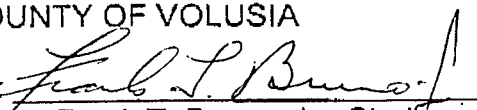
By: 
Print Name: Fred Costello
Mayor

Date: August 19, 2003

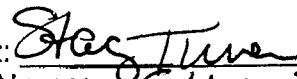
INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 
Cynthia A. Coto
County Manager

COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 
Frank T. Bruno, Jr., Chair

Date: 9-22-03

Attest: 
Print Name: STACY TURNER

Chair
TOWN OF PIERSON

By: 
Print Name: SAMUEL G.S. BENNETT

Date: 8-12-03

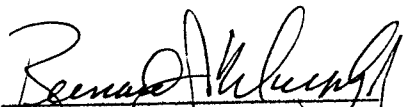
INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: 
Cynthia A. Coto
County Manager

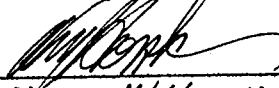
COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 
Frank T. Bruno, Jr., Chair

Date: 10-9-03

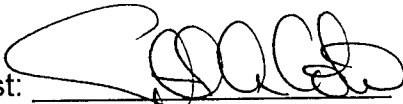
Attest: 
Print Name: Bernard J. Murphy Jr.

TOWN OF PONCEINLET

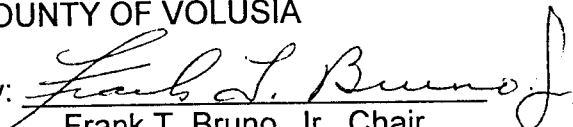
By: 
Print Name: WILLIAM P. MARK

Date: 8/22/03

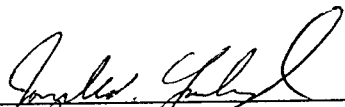
INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

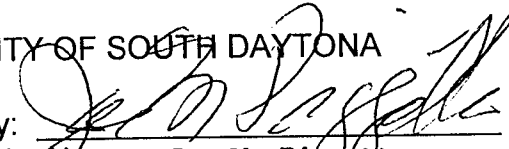
Attest: 
Cynthia A. Coto
County Manager

COUNTY COUNCIL
COUNTY OF VOLUSIA

By: 
Frank T. Bruno, Jr., Chair

Date: 9-22-03

Attest: 
Print Name: Joseph W. Yarbrough

CITY OF SOUTH DAYTONA
By: 
Print Name: Joe M. Piggotte

Date: August 12, 2003

**FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018**

THIS RENEWAL AGREEMENT is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities by which it is executed.

WHEREAS, the existing Interlocal Agreement governing the distribution of the local option fuel taxes expires on midnight, August 31, 2013; and

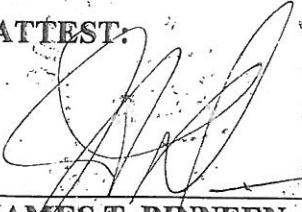
WHEREAS, the parties desire to renew the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional five years.

NOW, THEREFORE, for and in consideration of the premises above, and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2003 – August 31, 2013 is hereby renewed for an additional five (5) years, beginning 12:01 a.m., September 1, 2013 and ending midnight, August 31, 2018.
2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.
3. This Renewal Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.
4. This Renewal Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

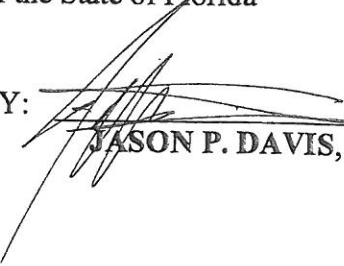
IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal Agreement on the date set forth below.

ATTEST:



JAMES T. DINNEEN
County Manager

COUNTY OF VOLUSIA, a political subdivision
of the State of Florida

BY: 

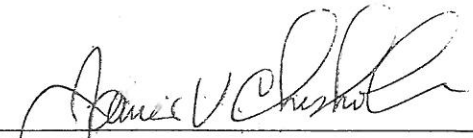
JASON P. DAVIS, Chair

DATE: 5/20/13

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

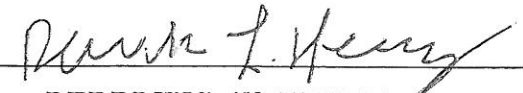
ATTEST:

CITY OF DAYTONA BEACH, a Florida
municipal corporation

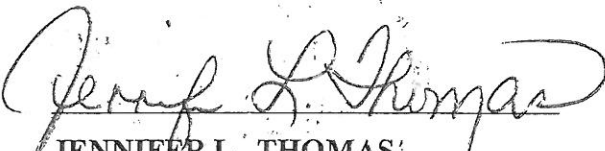


JAMES V. CHISHOLM
City Manager

BY:

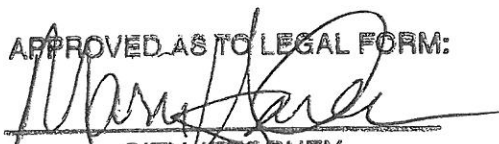


DERRICK L. HENRY, Mayor



JENNIFER L. THOMAS
City Clerk

DATE: June 5, 2013

APPROVED AS TO LEGAL FORM:


CITY ATTORNEY

**FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018**

ATTEST:

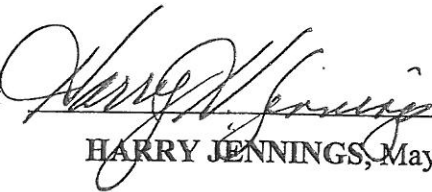
CITY OF DAYTONA BEACH SHORES, a
Florida municipal corporation



MICHAEL T. BOOKER

City Manager

BY:



HARRY JENNINGS, Mayor



CHERI SCHWAB

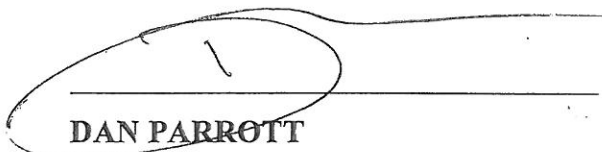
City Clerk

DATE: May 28, 2013

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

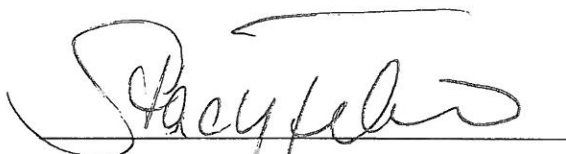
CITY OF DEBARY, a Florida municipal
corporation



DAN PARROTT
City Manager

BY: 

BOB GARCIA, Mayor



STACY TEBO
City Clerk

DATE: 6/5/13

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 - AUGUST 31, 2018

ATTEST:

CITY OF DELAND, a Florida municipal
corporation

Michael Pleus

MICHAEL PLEUS

City Manager

BY:

Robert F. Apgar

ROBERT F. APGAR, Mayor

Julie A. Hennessy

JULIE HENNESSY

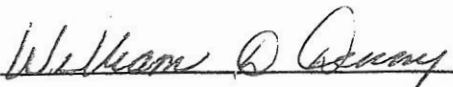
City Clerk

DATE: 5.20.2013

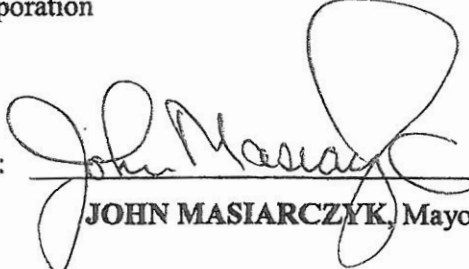
**FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018**

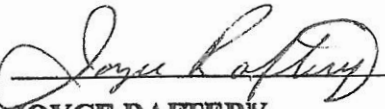
ATTEST:

**CITY OF DELTONA, a Florida municipal
corporation**



WILLIAM DENNY
City Manager

BY:


JOHN MASIARCZYK, Mayor


JOYCE RAFTERY
City Clerk

DATE: 6/14/13

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

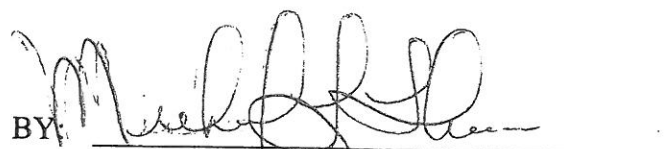
ATTEST:

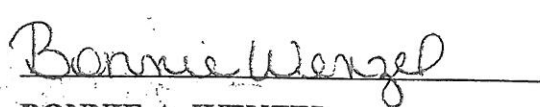
CITY OF EDGEWATER, a Florida municipal
corporation


TRACEY BARLOW

City Manager

BY:


MICHAEL THOMAS, Mayor


BONNIE A. WENZEL

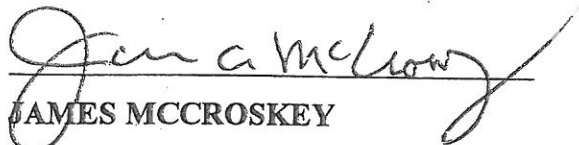
City Clerk

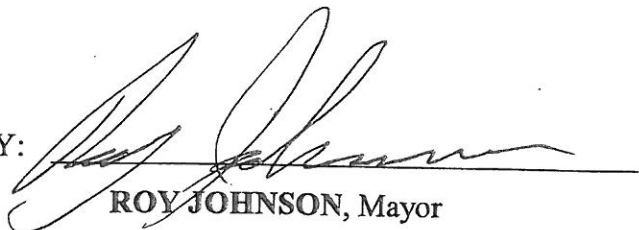
DATE: June 3, 2013

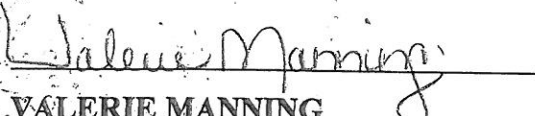
FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF HOLLY HILL, a Florida municipal
corporation


JAMES MCCROSKEY
City Manager

BY: 
ROY JOHNSON, Mayor


VALERIE MANNING
City Clerk

DATE: 5/30/13

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 - AUGUST 31, 2018

ATTEST:

CITY OF LAKE HELEN, a Florida municipal
corporation



KENT CICHON
City Manager

BY: 

BUDDY SNOWDEN, Mayor



NANCY WILSON
City Clerk

DATE: 5/29/2013

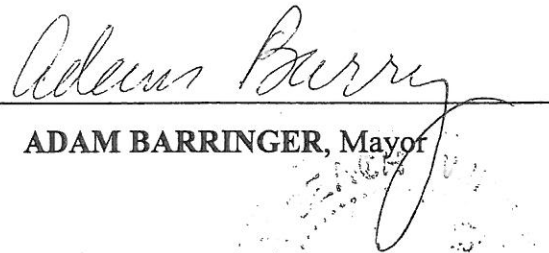
**FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018**

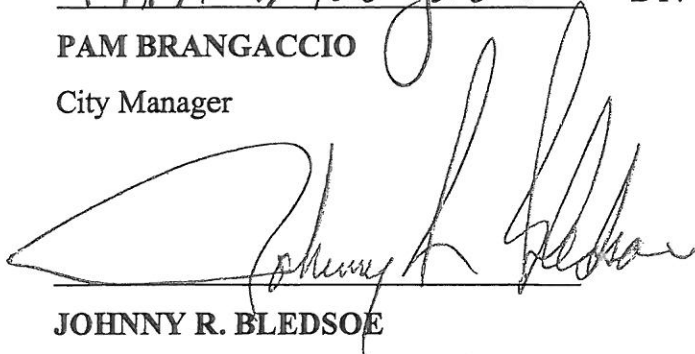
ATTEST:

**CITY OF NEW SMYRNA BEACH, a Florida
municipal corporation**


PAM BRANGACCIO
City Manager

BY:


ADAM BARRINGER, Mayor


JOHNNY R. BLEDSOE
City Clerk

DATE: June 6, 2013

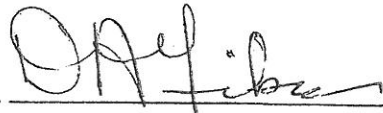
FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

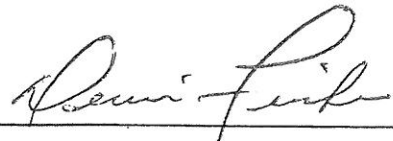
CITY OF OAK HILL, a Florida municipal
corporation

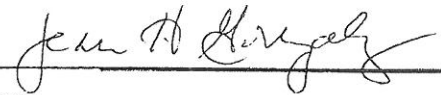


KOHNEVANS
City Administrator / City Clerk

BY: 

DOUGLAS A. GIBSON, Mayor





Witness

DATE: 5-16-13

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF ORANGE CITY, a Florida municipal
corporation



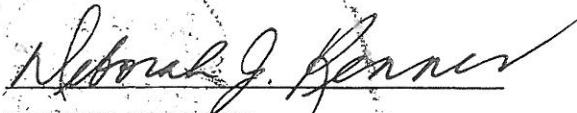
JAMIE CROTEAU

City Manager

BY:



TOM LAPUTKA, Mayor



DEBBIE RENNER

City Clerk

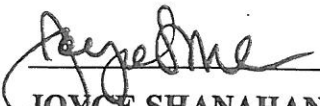
DATE:

5/28/13

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF ORMOND BEACH, a Florida
municipal corporation


JOYCE SHANAHAN

City Manager

BY:


ED KELLY, Mayor


SCOTT MCKEE

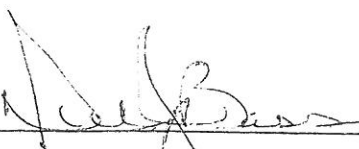
City Clerk

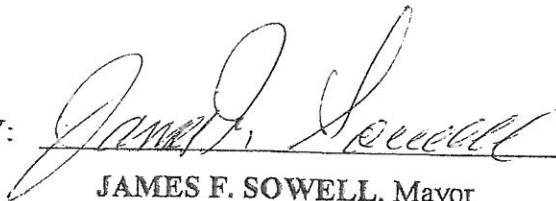
DATE: 5-31-2013

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

TOWN OF PIERSON, a Florida municipal
corporation


DEBBIE BASS
Town Administrator / Town Clerk

BY: 
JAMES F. SOWELL, Mayor


Barbara A. Peacock
Witness

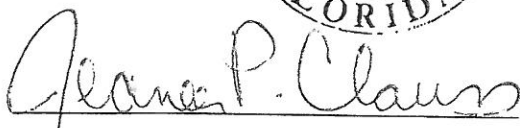
DATE: 6/17/13

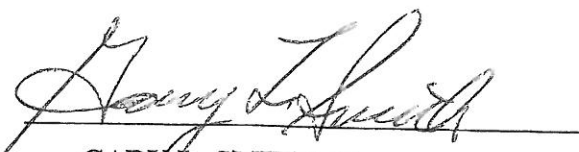
FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:



TOWN OF PONCE INLET, a Florida municipal
corporation


JEANEEN P. CLAUSS
Town Manager

BY: 
GARY L. SMITH, Mayor


KIM CHERBANO
Deputy Clerk

DATE: May 16th, 2013

**FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018**

ATTEST:

CITY OF PORT ORANGE, a Florida municipal
corporation

GREGORY A. KISELA
City Manager

BY: _____
ALLEN GREEN, Mayor

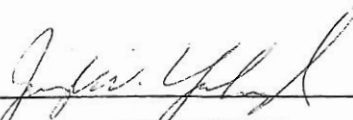
ROBIN FENWICK
City Clerk

DATE: _____

**FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018**

ATTEST:

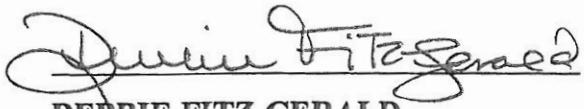
**CITY OF SOUTH DAYTONA, a Florida
municipal corporation**



JOSEPH YARBROUGH
City Manager

BY: 

GEORGE FISKE LOCKE, III, Mayor



DEBBIE FITZ-GERALD
City Clerk

DATE: June 11, 2013



County Manager

RECEIVED

JUL 16 2018

City of Port Orange
City Manager

ED KELLEY
COUNTY CHAIR

DEBORAH DENYS
VICE CHAIR
DISTRICT 3

JOYCE M. CUSACK
AT-LARGE

PAT PATTERSON
DISTRICT 1

BILLIE WHEELER
DISTRICT 2

HEATHER POST
DISTRICT 4

DR. FRED LOWRY
DISTRICT 5

GEORGE RECKTENWALD
INTERIM COUNTY MANAGER

July 10, 2018

Via Email and U.S. Mail

Mr. Michael Johansson
City Manager
City of Port Orange
1000 City Center Cir.
Port Orange, FL 32129

Re: One Year Renewal to the Interlocal Agreement for Distribution of
Proceeds of Local Option Fuel Tax September 1, 2018 – August 31, 2019

Dear Mr. Johansson:

Volusia County's current interlocal agreement for distribution of local option fuel tax will expire on August 31, 2018. On May 1, 2018, the Volusia County Council voted its support for continuation of the current interlocal agreement for another year. Subsequently, 15 of the 16 participating municipalities have voted their support for continuation and executed renewal agreements. The 15 municipality's population comprises 85.21% of the 16 participating cities total population. Enclosed is a fully executed renewal agreement.

In summary, Volusia County will continue allocation of the Local Option Gas Tax based on the aggregate percentage allocated to the county and its municipalities as follows:

- 57.239% to be distributed to Volusia County
- 42.761% to be distributed to municipalities within Volusia County

Sincerely,

George Recktenwald
Interim County Manager

Enclosure

c: Donna de Peyster, Deputy County Manager
Daniel D. Eckert, County Attorney
John Angiulli, Public Works Director

123 West Indiana Avenue, Room 301 • DeLand, FL 32720-4612

Tel: 386-736-5920 • FAX: 386-943-7020

www.volusia.org

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

THIS RENEWAL AGREEMENT is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities by which it is executed.

WHEREAS, the existing Interlocal Agreement governing the distribution of the local option fuel taxes expires on midnight, August 31, 2018; and

WHEREAS, the parties desire to renew the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional one year.

NOW, THEREFORE, for and in consideration of the premises above, and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2003 – August 31, 2018 is hereby renewed for an additional one (1) year, beginning 12:01 a.m., September 1, 2018 and ending midnight, August 31, 2019.

2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

3. This Renewal Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

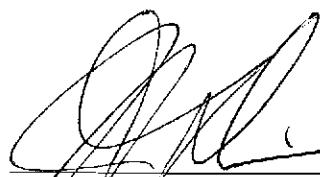
4. This Renewal Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal Agreement
on the date set forth below.

ATTEST:

COUNTY OF VOLUSIA, a political subdivision
of the State of Florida



James T. Dinneen
County Manager

BY:



Ed Kelley
County Chair

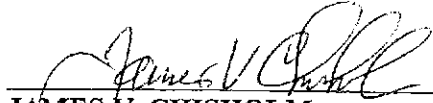
DATE:

5/3/18

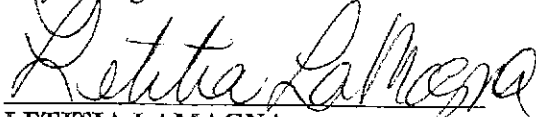
**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF DAYTONA BEACH, a Florida
municipal corporation

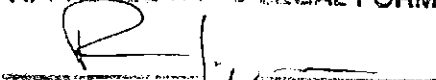

JAMES V. CHISHOLM
City Manager

BY: 
DERRICK L. HENRY
Mayor


LETITIA LAMAGNA
City Clerk

DATE: 5-22-18

APPROVED AS TO LEGAL FORM:

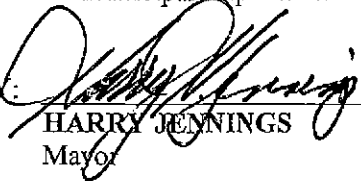

CITY ATTORNEY

ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

ATTEST:

CITY OF DAYTONA BEACH SHORES,
a Florida municipal corporation


MICHAEL T. BOOKER
City Manager

BY: 
HARRY JENNINGS
Mayor


CHERI SCHWAB
City Clerk

DATE: 5/9/2018

ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

ATTEST:

CITY OF DEBARY, a Florida municipal
corporation

Ronald W. Mclemore
RON MCLEMORE
City Manager

BY: *Bob Garcia*
BOB GARCIA
Mayor

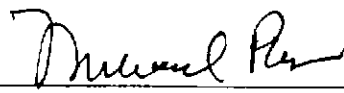
Warren Graham
WARREN GRAHAM
City Clerk

DATE: 5/16/18

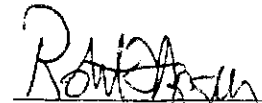
ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

ATTEST:

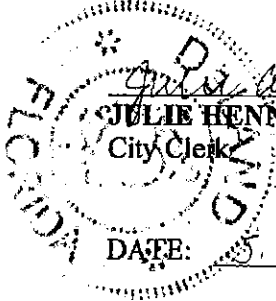
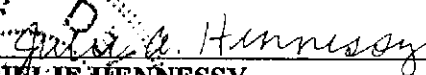
CITY OF DELAND, a Florida municipal
corporation



MICHAEL PLEUS
City Manager

BY: 

ROBERT F. APGAR
Mayor

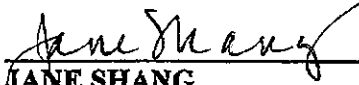



JULIE HENNESSY
City Clerk
DATE: 5.21.2018

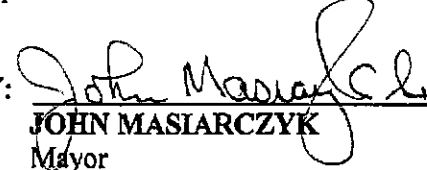
ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

ATTEST:

CITY OF DELTONA, a Florida municipal
corporation



JANE SHANG
City Manager

BY: 

JOHN MASIARCZYK
Mayor



JOYCE RAFTERY
City Clerk

DATE: 6/00/18

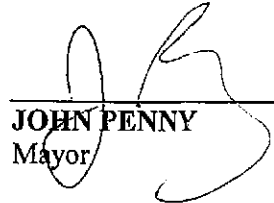
ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

ATTEST:

CITY OF HOLLY HILL, a Florida municipal
corporation


JOE FORTE
City Manager

BY:

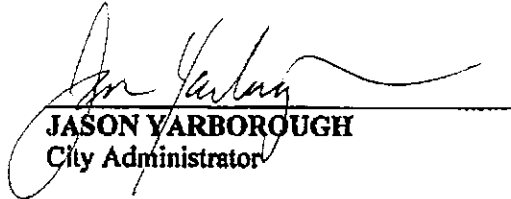

JOHN PENNY
Mayor


VALERIE MANNING
City Clerk

DATE: 5/10/2018

ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

ATTEST:

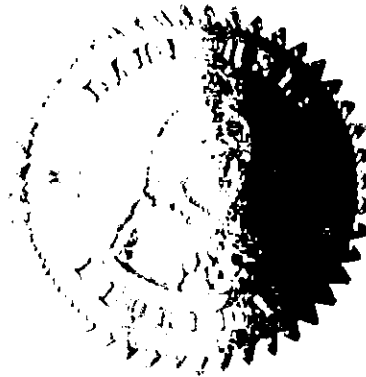

JASON YARBOROUGH
City Administrator


BECKY WITTE
City Clerk

DATE: May 10, 2018

CITY OF LAKE HELEN, a Florida municipal corporation

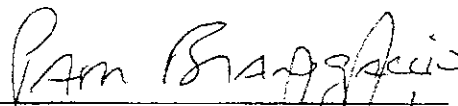
BY: 
DAISY RAISLER
Mayor



**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

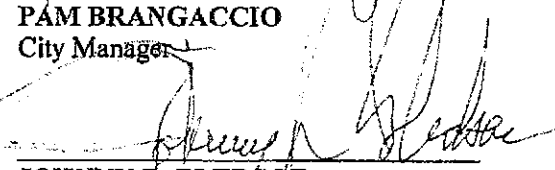
CITY OF NEW SMYRNA BEACH, a Florida
municipal corporation



PAM BRANGACCIO
City Manager

BY: 

JAMES HATHAWAY
Mayor



JOHNNY R. BLEDSOE
City Clerk

DATE: 5-30-2018

ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

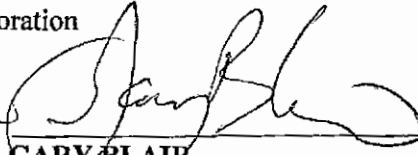
ATTEST:

CITY OF ORANGE CITY, a Florida municipal
corporation

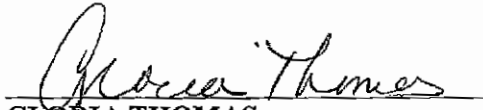


DALE ARRINGTON
City Manager

BY:



GARY BLAIR
Mayor



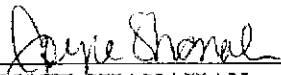
GLORIA THOMAS
City Clerk

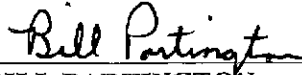
DATE: May 23, 2018

ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

ATTEST:

CITY OF ORMOND BEACH, a Florida
municipal corporation


JOYCE SHANAHAN
City Manager

BY: 
BILL PARTINGTON
Mayor


SCOTT MCKEE
City Clerk

DATE: 5-15-2018

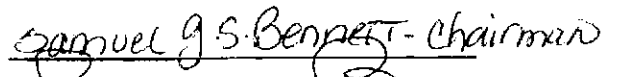
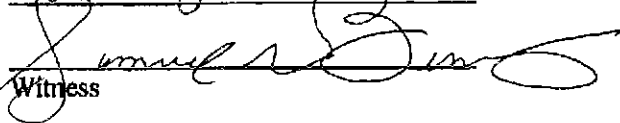
ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

ATTEST:


CARMEN M. SPELORZI
Town Administrator/Town Clerk

TOWN OF PIERSON, a Florida municipal
corporation

BY: 
JAMES F. SOWELL
Mayor


Samuel G. Benpett - Chairman

Witness

DATE: 5-22-2018

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**



ATTEST

Jeanne Witt
JEANEEN C. WITT
Town Manager

Kim Cherbano
KIM CHERBANO
Deputy Clerk

DATE: 5/24/2015

TOWN OF PONCE INLET, a Florida municipal
corporation

BY: *Gary L. Smith*
GARY L. SMITH
Mayor

ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

ATTEST:

CITY OF PORT ORANGE, a Florida municipal
corporation

MICHAEL JOHANSSON
City Manager

BY:

DONALD O. BURNETTE
Mayor

ROBIN FENWICK
City Clerk

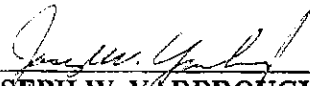
DATE: _____

*Denied by
City Council
May 15, 2018*

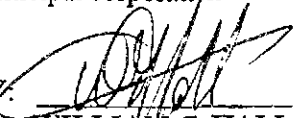
**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF SOUTH DAYTONA, a Florida
municipal corporation



JOSEPH W. YARBROUGH
City Manager

BY: 

WILLIAM C. HALL
Mayor



DEBBIE FITZ-GERALD
City Clerk

DATE: 05/10/18

ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

RESOLUTION NO. 18-11

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, SUPPORTING THE ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2018 – AUGUST 31, 2019; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The One Year Renewal to the Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax, attached hereto as **Exhibit “A”**, is hereby approved and renewed for an additional one (1) year, beginning 12:01 a.m., September 1, 2018 and ending midnight, August 31, 2019.

Section 2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

Section 3. This Renewal Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

Section 4. This Renewal Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal Agreement on the date set forth below.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Exhibit "A"

ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

THIS RENEWAL AGREEMENT is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities by which it is executed.

WHEREAS, the existing Interlocal Agreement governing the distribution of the local option fuel taxes expires on midnight, August 31, 2018; and

WHEREAS, the parties desire to renew the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional one year.

NOW, THEREFORE, for and in consideration of the premises above, and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2003 – August 31, 2018 is hereby renewed for an additional one (1) year, beginning 12:01 a.m., September 1, 2018 and ending midnight, August 31, 2019.

2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

3. This Renewal Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

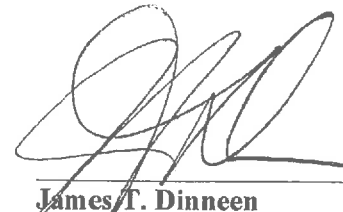
4. This Renewal Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal Agreement
on the date set forth below.

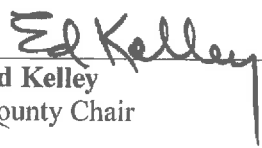
ATTEST:

COUNTY OF VOLUSIA, a political subdivision
of the State of Florida



James T. Dinneen
County Manager

BY:



Ed Kelley
County Chair

DATE: 5/3/18

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF DAYTONA BEACH, a Florida
municipal corporation

JAMES V. CHISHOLM
City Manager

BY: _____

DERRICK L. HENRY
Mayor

LETITIA LAMAGNA
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF DAYTONA BEACH SHORES,
a Florida municipal corporation

MICHAEL T. BOOKER
City Manager

BY:

HARRY JENNINGS
Mayor

CHERI SCHWAB
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF DEBARY, a Florida municipal
corporation

RON MCLEMORE
City Manager

BY:

BOB GARCIA
Mayor

WARREN GRAHAM
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF DELAND, a Florida municipal
corporation

MICHAEL PLEUS
City Manager

BY:

ROBERT F. APGAR
Mayor

JULIE HENNESSY
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF DELTONA, a Florida municipal
corporation

JANE SHANG
City Manager

BY: _____
JOHN MASIARCZYK
Mayor

JOYCE RAFTERY
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF EDGEWATER, a Florida municipal
corporation

TRACEY BARLOW
City Manager

BY:

MICHAEL IGNASIAK
Mayor

ROBIN MATUSICK
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF HOLLY HILL, a Florida municipal
corporation

JOE FORTE
City Manager

BY:

JOHN PENNY
Mayor

VALERIE MANNING
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF LAKE HELEN, a Florida municipal
corporation

JASON YARBOROUGH
City Administrator

BY:

DAISY RAISLER
Mayor

BECKY WITTE
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF NEW SMYRNA BEACH, a Florida
municipal corporation

PAM BRANGACCIO
City Manager

BY: _____

JAMES HATHAWAY
Mayor

JOHNNY R. BLEDSOE
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF OAK HILL, a Florida municipal
corporation

KOHN EVANS
City Administrator / City Clerk

BY: _____
DOUGLAS A. GIBSON
Mayor

Witness

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF ORANGE CITY, a Florida municipal
corporation

DALE ARRINGTON
City Manager

BY: _____

GARY BLAIR
Mayor

GLORIA THOMAS
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF ORMOND BEACH, a Florida
municipal corporation

JOYCE SHANAHAN
City Manager

BY: _____
BILL PARTINGTON
Mayor

SCOTT MCKEE
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

TOWN OF PIERSON, a Florida municipal
corporation

CARMEN M. SPELORZI
Town Administrator / Town Clerk

BY: _____
JAMES F. SOWELL
Mayor

Witness

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

TOWN OF PONCE INLET, a Florida municipal
corporation

JEANEEN C. WITT
Town Manager

BY:

GARY L. SMITH
Mayor

KIM CHERBANO
Deputy Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF PORT ORANGE, a Florida municipal
corporation

MICHAEL JOHANSSON
City Manager

BY: _____
DONALD O. BURNETTE
Mayor

ROBIN FENWICK
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

ATTEST:

CITY OF SOUTH DAYTONA, a Florida
municipal corporation

JOSEPH W. YARBROUGH
City Manager

BY: _____

WILLIAM C. HALL
Mayor

DEBBIE FITZ-GERALD
City Clerk

DATE: _____

**ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019**

RESOLUTION 2019-R-XX
A RESOLUTION OF THE CITY OF
_____, FL SUPPORTING THE ONE
YEAR EXTENSION TO THE INTERLOCAL
AGREEMENT FOR DISTRIBUTION OF PROCEEDS
OF LOCAL OPTION FUEL TAX FOR THE PERIOD
SEPTEMBER 1, 2019 – AUGUST 31, 2020; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, this extension to the agreement is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities of Volusia County by which it is executed.

WHEREAS, the existing Interlocal Agreement governing the distribution of the Local Option Fuel Taxes is set to expire on midnight, August 31, 2019;

WHEREAS, the parties desire to extend the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional one year.

NOW, THEREFORE, and in consideration of the premises above, and the mutual covenants contained herein, the parties hereby agree as follows:

Section 1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2013 – August 31, 2019 is hereby extended for an additional one (1) year. This extension shall extend the Agreement to terminate midnight, August 31, 2020.

Section 2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

Section 3. This extension to the Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

Section 4. This extension to the Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this extension to the Agreement on the date set forth below.

It was moved by _____ and seconded by _____ that said
Resolution be adopted.

ATTEST:

CITY OF _____, FL

BY: _____

Date: _____

DRAFT



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/7/2019

Consent item: No

SUBJECT: (H25) Ratification of Repairs, Cleanup and Settlement Agreement - Lang Residence, Water-main Break Event

DEPARTMENT: Public Utilities

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to ratify \$137,349.61 in expenditures related to the Lang Residence.

SUMMARY: On or about September 16, 2018, the City experienced a water-main break event within the right-of-way known as Spruce Creek Road adjacent to the residential property owned by James & Grace Lang (Owners). The Owners experienced significant impairment and damages as a result of the water-main break and the City provided assistance with temporary hotel accommodations, property cleanup, repairs to the single-family home and replacement of personal property in the amount of \$137,349.61. This was offset by a grant of \$600 from the United Way for assistance with this project.

On February 20, 2019, a Settlement, Release and Hold Harmless Agreement was executed between the Owners and the City of Port Orange. A portion of the Agreement clarifies and establishes what the City provided in terms of assistance and provides that the Owners are willing to accept the City's assistance and release and hold harmless the City from all past, present and future claims for damages that may have been incurred from the water-main event.

Additionally, the Agreement provides for the Assignment of Benefits whereby the Owners transfer and assign their benefits, rights, title and interest to all payments due to the Owners under any applicable insurance policies.

A detailed list of costs incurred by the City as related to damages, living assistance and cleanup of the Lang property is available for review.

Project No.: ZMI 079 Funding Account No.: 504-1000-519.45-20

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Lang Expense Summary water main break	Lang Expense Summary water main break.pdf
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Kynah Cockcroft	Created/Initiated - 4/12/2019
Julia Wiggins	Approved - 4/15/2019
Lynn Stevens	Approved - 4/15/2019
Alan Rosen	Approved - 4/16/2019
Jake Johansson	Approved - 4/18/2019
Robin Fenwick	Final Approval - 4/19/2019

Account No : 504 1000 519 4520

Vendor	P.O.	Invoice	Ck Date	Checks Paid	Amount	
South Atlantic Properties	Rental	Room 1108	10/26/2018	192756	\$	7,675.00
South Atlantic Properties	Deposit	Refundable	10/26/2018	192756	\$	- not keyed to project (\$1,000.00 refund check rec'd from vendor)
James & Grace Lang		Pinch A Penny	12/12/2018	193280	\$	85.69 Reimbursed Langs (copy of invoice on file from Pinch A Penny)
James & Grace Lang		FPL	12/12/2018	193280	\$	208.79 Reimbursed Langs (copy of invoice on file from FPL)
City Of Port Orange Utilities	P-Card	Water Bill		P-Card Stevens	\$	98.43
Laquinta Charges	P-Card			P-Card 0086	\$	7,739.00
Laquinta Charges	P-Card			P-Card 8640	\$	1,199.00
James & Grace Lang	Manual	Final Settlement	Pending	Pending	\$	12,000.00
Servpro of South Daytona	74310	4688527	12/12/2018	193314	\$	14,004.78
Servpro of South Daytona	74310	4688533	1/10/2019	193788	\$	37,429.60
Servpro of South Daytona	74310	4688544	2/15/2019	194407	\$	46,127.39
Servpro of South Daytona	74310	4688570	2/15/2019	194407	\$	491.00
Servpro of South Daytona	74310	4688571	2/15/2019	194407	\$	8,031.00
Pinch A Penny		No Inv# / Dated 10/10 18		P-Card 8844 Stewart	\$	1,559.93
Air Spec (air quality test)		11417		P-Card 8844 Stewart	\$	700.00

\$ 137,349.61