



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 4, 2020

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 Hoffmann 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. January 21, 2020 - Regular City Council Minutes
7. Bid Awards and Contract Items
 - a. Approval of Extension and Amendment No. 3 to Mead Hunt for an increase in their rate for Professional Construction Inspection Services (CA3480)
 - b. Approval of Extension and Amendment No. 1 Sliger and Associates, Inc. for a rate increase for surveying services and amend spending authority to an amount not to exceed the budget appropriation for each fiscal year (CA5751)
 - c. Approval of Contract Addendum No. 15 to Mead Hunt for Consultant Construction Engineering Inspection (CCEI) services for the Dunlawton Landscape Median Project ITB 19-15
 - d. Approval of Extension and Amendment No. 1 to Mead Hunt for a rate increase for Professional Engineering Services (CA5670)
8. Resolution No. 20-4 - 2018 Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$10,000 from Florida Department of Law Enforcement for Portable Speed Signs and Traffic Cones

9. Ratification of Extension of Temporary License Agreement for Construction Laydown

C. ANNUAL MEETING OF CORPORATIONS

10. Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board
11. City Center Corporate Park Property Owner's Association, Inc. Joint Annual Meeting of Members and Directors

D. CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

E. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. Update from Team Volusia
14. Firefighter of the Year Recognition - Spencer Starnes
15. Police Officer of the Year 2019-Detective Silvio Portillo

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

16. Environmental Advisory Board Report
17. Parks & Recreation Advisory Board Appointments (x2)

H. PUBLIC HEARING

18. Second Reading - Ordinance No. 2020-1 - 16th Amendment to the Countryside Planned Unit Development Master Development Agreement (Case No. 19-40000007)

I. REGULAR AGENDA

19. Approval to Renew Contract for Golf Course Management with KemperSports
20. Approval of Statement of Work No. 2 of Collaborative Solutions Master Service Agreement

J. ADDITIONAL ITEMS

21. City Attorney
 - a. Inquiry - Sale of Daytona Beach Shores Property - Former Water Tower Site
22. City Manager

K. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

- a. River to Sea TPO
- b. General Employees' Pension Plan

L. 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
JANUARY 21, 2020

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.

Invocation by Pastor Scott Kirschner of Christ the King community Church

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont Council Member Scott Stiltner Mayor Donald Burnette
	Absent:	Vice Mayor Drew Bastian
	Also Present:	City Manager Jake Johansson City Attorney Matthew Jones Assistant City Clerk Shelby Field

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

Motion to approve the Agenda as presented was made by Council Member Chase Tramont and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. January 7, 2020 - Regular City Council Meeting
- b. January 9, 2020 - City Council Workshop

7. Bid Awards and Contract Items

a. Approval of Contract for Sale and Purchase of Real Property at
4190 Spruce Creek Road

b. Award of ITB #19-26 for WRF Sludge Trailer Storage Lot to SGS Contracting Services Inc.

c. Award of ITB 19-32 Temporary Employee and Leasing Services to multiple vendors

d. Approval of one-year renewal of contract with Remedy Intelligent Staffing, LLC for Temporary Employee and Leasing Services

8. Resolution No. 20-2 - Supporting the State Highway Memorandum of Agreement with the Florida Department of Transportation

9. Resolution No. 20-3 - Budget Appropriation (Utilities-WRF Sludge Trailer Lot Project)

10. Approval to Submit 2020-2021 VOCA Grant Application

11. Renters Utility Accounts Write Offs

Motion to pull items 7c and 7d for further discussion was made by Council Member Marilyn Ford and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

Motion to approve the Consent Agenda as amended was made by Council Member Chase Tramont and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

#7c - Council Member Ford asked for clarification as to why the City awarded the Bid to 5 different vendors. Jamie Miller, Administrative Services Director, informed Council the City does this in order to get a bigger pool of candidates to choose from at the most competitive price.

7d – Council Member Ford asked about the reasoning for renewing the contract and length of time the City could be utilizing those workers. Mrs. Miller responded that the city currently has some employees through the current vendor and as those positions are vacated the city will employ through the new vendors as needed.

Motion to approve item 7c was made by Council Member Marilyn Ford and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

Motion to approve item 7d was made by Council Member Marilyn Ford and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Brian Spies, 412 Nash Lane, spoke against the church on Central Park Blvd and Spruce Creek Rd. He would like to see current buildings being utilized instead of building a new one.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Mayor Burnette spoke about the signs at Big Lots in the median and the right of way and asked about enforcement activity, if any. Jake Johansson, City Manager, responded that he has instructed code enforcement to issue them a Notice of Violation. Mayor Burnette also provided information about the Port Orange Historical Trust museum and commended them on a terrific job.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided details from their recent meeting.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

14. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, apologized for missing the last meeting and provided details from their current reports. Mr. Duquette introduced the new Superintendent, Darren Bache, who gave a brief introduction of himself.

PUBLIC HEARING

15. First Reading - Ordinance No. 2019-38 - 19-1 Large-Scale Future Land Use Map Amendment/Fleur de Sol (Case No. 19-20000003) (Continued from 11/19/19)

Mayor Don Burnette read Ordinance No. 2019-38.

ORDINANCE NO. 2019-38

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +14.47 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (0.2-4 ACRES) TO URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF FERN PARK

DRIVE, EAST OF TAYLOR ROAD AND CRANE LAKES AT 1727 & 1737 FERN PARK DRIVE; ADDING FUTURE LAND USE POLICY 2.1.7 LIMITING DENSITY OF SUBJECT PROPERTY TO 6 UNITS/ACRE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2019-38 was made by Council Member Chase Tramont and Seconded by Council Member Marilyn Ford.

Penelope Cruz, Planning Manager, provided details of the amendment being requested, the rezoning request in item #16 and answered questions from the Council Members.

Collen Miles, Representative for the property owner, spoke further to both item 15 and 16 and answered questions from Council Members.

Cody Bogart, Newkirk Engineering, spoke regarding traffic impacts of the proposed project.

Citizens spoke for and against the project.

Jill Musson-Williams, citizen, is concerned about the potential environmental impacts.

Michael Dujovne, representative for property owners Bryce and Laurie Faust, spoke regarding the potential impacts to his client's property.

Motion failed 1-3 by roll call vote with Council Member Tramont voting yes.

16. First Reading - Ordinance No. 2019-39 - PUD Rezoning/Fleur de Sol PUD
(Case No. 19-65000002) (Continued from 11/19/19)

Mayor Don Burnette read Ordinance No. 2019-39.

ORDINANCE NO. 2019-39

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±14.47 ACRES LOCATED ON THE SOUTH SIDE OF FERN PARK DRIVE, EAST OF TAYLOR ROAD AND CRANE LAKES FROM VOLUSIA COUNTY A-2 (RURAL AGRICULTURE) to PLANNED UNIT DEVELOPMENT (PUD) AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE FLEUR DE SOL PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-39 was made by Council Member Chase Tramont and Seconded by Council Member Scott Stiltner. Motion failed 1-3 by roll call vote with Council Member Tramont voting yes.

Mayor Burnette called for a 6-minute recess at 8:40pm.

17. First Reading - Ordinance No. 2020-1 - 16th Amendment to the Countryside Planned Unit Development Master Development Agreement (Case No. 19-40000007)

Mayor Don Burnette read Ordinance No. 2020-1.

ORDINANCE NO. 2020-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SIXTEENTH AMENDMENT TO THE COUNTRYSIDE PLANNED UNIT DEVELOPMENT MASTER LAND USE PLAN FOR APPROXIMATELY +/-1.7 ACRES LOCATED AT 1090 DUNLAWTON AVENUE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-1 was made by Council Member Chase Tramont and Seconded by Council Member Scott Stiltner.

Mrs. Cruz provided details of the amendment and answered questions from Council.

Tara Tedrow, Representative for the applicant, spoke to the issues they have encountered with the property and why they are seeking the amendment.

Mr. Spies doesn't want to see a medical marijuana dispensary go into this location in the future.

Motion carried 3-1 by roll call vote with Council Member Stiltner voting no.

Motion to reopen the non-agenda citizen participation section of the agenda was made by Council Member Scott Stiltner and Seconded by Council Member

Marilyn Ford. Motion carried
unanimously by voice vote.

Citizens spoke to the rat infestation at the property located at 5921 Brandon Lane and asked for help from Council.

Motion to authorize the City Attorney to file suit against the home owner in order to seek compliance and gain access to the property for abatement was made by Council Member Scott Stiltner and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

18. City Attorney - There was nothing further.

19. City Manager - Tim Burman, Community Development Director, provided an update on the TPO applications. Mr. Johansson updated Council on the underwater main repair on Halifax and Fleming.

COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

- a. ArHaus - Council Member Marilyn Ford provided details from their recent meeting.
- b. First Step Shelter - Council Member Chase Tramont provided information from their recent meeting.
- c. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details on upcoming events and activities of the Chamber.

ADJOURNMENT – 10:00 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: Yes

SUBJECT: (B7a) Approval of Extension and Amendment No. 3 to Mead Hunt for an increase in their rate for Professional Construction Inspection Services (CA3480)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Extension and Amendment No. 3 to extend the contract (CA3480) with Mead Hunt for multi-department, Professional Construction Inspection services for a one-year term at the unit prices set forth in the rates and fee schedule attached as Exhibit A.

SUMMARY: On October 1, 2013, the City entered into a contract (CA3480) with Mead Hunt for multi-department, Professional Construction Inspection services. The contract has been used for site and subdivision inspection as backup for staff when workload exceeds staff capability as well as Consultant Construction Engineering Inspection (CCEI) required for federal and state funded projects. The initial term of the contract was October 1, 2013 to September 30, 2018 with two (2) optional one (1) year renewals upon agreement of both parties. The first one-year renewal extended the contract to September 30, 2019. This renewal will extend the contract to September 30, 2020.

Mead Hunt would like to exercise their right to increase their rates concurrent with the contract renewal to extend the agreement for the one-year term effective October 1, 2019 to September 30, 2020. The increased rates are shown in Exhibit A. The new rates are a 9% increase from Mead Hunt 2018 rates.

The most current man-hour rates for similar inspection services available for comparison is the FDOT 2019-2020 Consultant Construction Engineering and Inspection (CCEI) contract with DRMP. Compared to DRMP's rates, the Mead Hunt rates are lower in three key positions: Senior Inspector, Project Administrator and Senior Project Engineer; and higher in two positions: Inspector and Resident Compliance Specialist. Mead Hunt proposes to charge the same rate for Inspector and Senior Inspector. Compared to DRMP, the Mead Hunt rate for Inspector is 14% more, yet the rate for Senior Inspector is 12% less. We have the option of requiring a Senior Inspector, so this works in our favor. While the Resident Compliance Specialist rate is high, the position is only needed for federally funded projects, and typically works an average of 0.5 hours per contract day.

A Task Authorization using this contract is on the agenda for CCEI of the Dunlawton Median project.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Amendment No 3	Amendment No 3.pdf
2.	QLHA Inspection Contract	QLHA Inspection Contract.pdf
3.	Mead Hunt Contract Ext and Amend No 2	Mead Hunt Contract Ext and Amend No 2.pdf

Margaret Tomlinson	Created/Initiated - 11/11/2019
Tim Burman	Approved - 1/16/2020
James Tillman	Approved - 1/17/2020
Scott Neils	Approved - 1/17/2020
Matthew Jones	Approved - 1/24/2020
Jake Johansson	Approved - 1/27/2020
Robin Fenwick	Final Approval - 1/27/2020

EXTENSION AND AMENDMENT NO. 3
To Standard Contract for Services dated October 1, 2013
Mead and Hunt, Inc. pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS EXTENSION AND AMENDMENT NO. 3 ("Agreement") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON ASSOCIATES, Inc.** a Wisconsin corporation registered to transact business in the State of Florida, with its principal place of business at 2440 Deming Way, Middleton, WI 53562 (the "Contractor"). The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 1st day of October, 2013, the Parties entered into a Standard Contract for Services ("Contract") pursuant to Request for Statement of Qualifications No. 12-36 for Professional Construction Inspection Services, which provides for term commencing on October 1, 2013 and continuing until September 30, 2018, with two (2) optional one (1) year renewal(s), upon written approval by the Parties and subject to appropriation by the Port Orange City Council; and

WHEREAS, the Contract provides for Contractor rate adjustment on the anniversary of the effective date of the Contract upon mutual agreement of the Parties; and

WHEREAS, on the 14th day of December 2016, the Parties adjusted the rates for professional construction inspection services and updated public records compliance pursuant to Florida Statute; and

WHEREAS, on the 13th day of November 2018, the Parties adjusted the rates for professional construction inspection services, utilized the first renewal option extending the Contract notwithstanding the date of execution to commence on October 1, 2018 and continue until September 30, 2019, amended the Contract to include records language, and provid the City Manager authorization to renew all remaining Contract renewals; and

WHEREAS, the Parties desire to adjust the rates for professional construction inspection services; and

WHEREAS, the Parties desire to utilize the second and last renewal option, extending the Contract notwithstanding the date of execution, to commence on October 1, 2019 and continue until September 30, 2020; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, the Contract renewal shall commence on October 1, 2019 and continue until September 30, 2020 unless otherwise terminated.

3. **City Obligations.** The City Obligations of this Contract is hereby amended. In return for the services identified in this Contract, the City agrees to compensate the Contractor at the unit prices set forth in the rates and fees schedules attached hereto as Exhibit "3." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual agreement of the Parties with 120 days advanced notice to the City. 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.

4. **Counterparts.** This Agreement 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 Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

5. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON 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: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020, by _____, as _____ of _____, a Wisconsin corporation. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT 3

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
City of Port Orange
Professional Construction Inspection Services,
Environmental Services & Debris Monitoring (#12-36)

Standard Billing Rates

Clerical, (FDOT – Secretary/Clerk Typist, Inspectors Aide)	\$73.00 / hour
Registered Land Surveyor	\$137.00 / hour
Technical Editor, Biologist	\$109.00 / hour
Technician I, Technical Writer, Administrative Assistant, (FDOT – Associate Contract Support Specialist, Senior Inspector/Senior Engineer Intern, Inspector/Engineer Intern)	\$89.00 / hour
Technician II, Surveyor - Instrument Person, (FDOT – Assistant Project Administrator/Project Engineer, Contract Support Specialist)	\$109.00 / hour
Technician III	\$124.00 / hour
Technician IV	\$140.00 / hour
Senior Technician	\$152.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$120.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$138.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$149.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$156.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner, (FDOT – Project Administrator/Project Engineer)	\$165.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner, (FDOT – Senior Project Engineer)	\$179.00 / hour
Senior Associates, Principal	\$196.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed.

This schedule of billing rates will remain in effect until December 31, 2020, subject to the terms and conditions in the Agreement. This schedule is subject to annual adjustments.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Contract is entered effective the 1st day of October, 2013, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129, and the Contractor identified below for materials and/or services identified herein, on the following terms and conditions.

1. Definitions

- (a) As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.
- (b) As used in this Contract, the term "Contractor" shall mean: **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation whose principal address is 4401 Eastport Parkway, Port Orange, Florida 32127.

2. Provision of Services

(a) The Contractor hereby agrees to provide Professional Construction Inspection Services, Environmental Services, and Debris Monitoring Services to the City of Port Orange pursuant to the City's Request for Statements of Qualifications ("RFSQ") No. 12-36 as set forth in the Scope of Services and the Supplementary Conditions attached hereto as Exhibit "1."

- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the parties hereto, this Contract shall be effective for a period of five (5) years, commencing on October 1, 2013, and continuing until September 30, 2018 (the "Initial Term"), with two (2) optional one (1) year renewal(s), upon written approval by the Parties and subject to appropriation by the Port Orange City Council.

Manner and Place: As outlined in RFSQ No. 12-36 and Exhibit "1" hereto, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Services shall be completed in the time set forth in the Notice to Proceed.

- (c) Authorization for Services. This Agreement standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Agreement shall be in the form of written Contract Addendum issued and executed by the City pursuant to written quotes from the Contractor. A sample Contract Addendum is attached hereto as Exhibit "2."

3. City Obligations

In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth in rates and fee schedules attached hereto as Exhibit "3." Rates may be adjusted on the anniversary of the

effective date of this Contract upon mutual written agreement of the parties. If no agreement is reached, then either party may terminate this Contract upon ninety (90) days written notice to the other party. The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

4. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

5. Termination for Convenience for Subcontractors

In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

6. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

7. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

8. Public Records Law

Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

10. Insurance

The Contractor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better according to the A.M. Best Company.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u> <u>Special Conditions:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation 30 days' notice of cancellation to Governmental Entity, Waiver of subrogation in lieu of additional insured will suffice.	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u> <u>Special Conditions:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate 30 day notice to Governmental Entity, Additional Insured, City to be added as Additional Insured	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
<u>Special Conditions:</u>		30 days' notice of cancellation to Governmental Entity.	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
<u>Special Conditions:</u>		30 days' notice of cancellation to Owner, Additional insured.	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	
<u>Special Conditions:</u>		30 days' notice of cancellation to Owner, Additional insured.	

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance.

11. Assignability of Contract

Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

12. Modifications or Changes to this Contract

(a) Change Orders. The Finance Director, with the concurrence of the City's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance; provided that no Contractor shall be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Failure to agree to any adjustment shall not excuse Contractor from proceeding with the contract as changed.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Finance Director requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the City is prejudiced by such delay.

(e) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. Contract Administration--Delegation of Authority.

The City Manager will perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

14. Liability for Loss or Damage

Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

15. Non-discrimination

During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

16. Disputes

The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

17. Controlling Law

THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

18. Additional Provisions

As may have been outlined in RFSQ No. 12-36 and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work, and rates as negotiated after the execution of this Contract.

19. Integration

This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

20. Notice

For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: Gregory A. Kisela, City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Contractor: Quentin L. Hampton Associates, Inc.
Attention: Brad T. Blais, President
4401 Eastport Parkway
Port Orange, Florida 32127
(386) 761-6810
bblais@qlha.com

21. Contract Construction

This Agreement 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 Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

22. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[remainder of page intentionally left blank]

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate

Printed Name: Barbara J. Abbate

By:

Allen Green

Allen Green, Mayor

Attest:

Theresa Gutierrez

Printed Name: Theresa Gutierrez

Robin L. Fenwick

Robin L. Fenwick, CMC, City Clerk

Date:

Oct. 15, 2013

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15 day of Oct., 2013, by Allen Green and Robin L. Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who are personally known to me.

Theresa Gutierrez

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



Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Erika Lustik

Printed Name: Erika Lustik

B P Hoffman

Printed Name: Anna P. Hoffman

By: *[Signature]*

Brad T. Blais, President

Date: 10/11/13

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11 day of October, 2013, by Brad T. Blais, as President of Quentin L. Hampton Associates, Inc., a Florida corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Kim McColl

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

NOTARY PUBLIC-STATE OF FLORIDA
Kim McColl
Commission # EE072972
Expires: MAR. 13, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "1"

SCOPE OF SERVICES

The Scope of Services for this contract is to provide Construction Inspection, Plans Examination, Environmental Services and Debris Monitoring Services, including but not limited to the following:

SECTION I: Construction Inspection Services:

A. Field Inspection

1. Site Work

Provide up to 2,000 hours (one inspector up to 40 hours/week) per year, plus up to 100 hours of weekend inspections, for Construction Inspection Services. Working under the direction of the Director of Community Development or designee, inspectors shall monitor the installation of improvements in Subdivisions and Site Developments to ensure compliance with all applicable Codes, Standards (including potable water, reclaimed water, sanitary sewer, roadways, parking lots, drainage systems, landscape and irrigation) and safety regulations.

2. Buildings

Provide building, mechanical, electrical and plumbing inspection and related plans examination services on an as needed basis.

Inspectors are expected to provide daily inspections with written logs for each assigned project, attend Pre-Construction Meetings, Final Inspections, and attend quarterly progress meetings with City staff. Inspectors are required to interact with Contractors, Engineers, Community Development, Public Utilities, and Public Works Personnel to ensure that scheduling of development connections to City services (water, sewer, storm-water, reclaim) are scheduled in a timely manner. Inspectors will be responsible for relaying information involving minor field changes to the Community Development Director or designee or Building Official or Public Utility Engineer and the Design Engineer for the assigned project. Inspectors are expected to have knowledge, experience and/or training in construction means, methods, materials and safety regulations. At a minimum each inspector shall hold one or more current certifications: National Utility Contractors Association, Excavation Safety & Competent Person Training Program, OSHA certified Confined Space Entry, FDOT, Work Zone Traffic Control Courses.

B. Supplementary Services

Additional services may be required but not limited to:

1. Review engineering plans to assist in assuring compliance with City requirements
2. Provide recommendations regarding suitability of work performed by Contractors.
3. Provide expert witness testimony and assist in preparation for litigation or arbitration.

SECTION II: Environmental Services:

1. Environmental Site Assessments (ESA)

Consultant/Sub consultant shall have the knowledge and ability to perform Phase I ESA in accordance with American Society for Testing and Materials (ASTM), E-1527-05, "Standard Practice for Environmental Site Assessment Process" and perform Phase II ESA should testing be recommended to verify the presence of potential contamination. Additional tasks may include preparation of Contamination Assessment Plans (CAP), Site Assessment Reports (SAR), Remedial Action Plans (RAP) or Natural Attenuation Monitoring Only Plans (NAMOP)

2. Asbestos Consulting

The Consultant/Sub consultant may be required to provide on-call asbestos identification services to support real estate property acquisition, demolition and/or rehabilitation. Inspections must be conducted by a State of Florida asbestos contractor licensed with the Florida Department of Business and Professional Regulation in accordance with Chapter 469, Florida Statutes. Asbestos abatement services for asbestos-containing materials (ACMs) as identified on an Asbestos Inspection Report shall be performed by personnel accredited in accordance with 40 CFR

763, Subpart E, Appendix C. All removal, containment, transportation and disposition of identified ACM shall be in accordance with all applicable laws and regulations, including 40 CFR Part 61, Subpart A & M prior to demolition. Air Monitoring project oversight during abatement shall be provided by a State Licensed project manager who is certified (NIOSH 582) to provide project oversight and air monitoring throughout all preparatory, abatement, cleaning and final clearance activities. All activities during abatement phase shall be documented in a final report that shall include project submittals, notifications to governing agencies, daily reports, and daily air monitoring results, final air results, photographs, etc. Three (3) copies of the final report documentation are to be submitted to the City. The contractor shall submit a statement certifying work was completed in accordance with local, state and federal regulations and that all identified ACM has been properly removed and disposed.

3. Threatened and Endangered (T&E) Species Surveys

The Consultant/Sub consultant shall have staff with the experience and ability to perform T&E surveys of sites to determine the presence of species identified on the state and federal lists as threatened or endangered to include gopher tortoises. In addition, the Consultant/Sub consultant shall have knowledge and ability to recommend to the City the probable impacts to the site caused by the identified species and recommend avoidance, minimization and/or mitigation measures where appropriate. The Consultant/Sub consultant would also be expected to assist City staff in obtaining environmental permits if required.

SECTION III: Debris Monitoring Services:

1. Debris monitoring services

Provide debris monitoring services on as as-needed basis, per chapter II, FEMA-325/July 2007, public assistance debris management guide.

SUPPLEMENTARY CONDITIONS

1. Inspectors are to report to Community Development Engineering on a regular basis. A time for daily/weekly face to face meetings will be coordinated with each inspector.
2. Invoices are to be submitted on a monthly basis on the same week of every month.
3. Inspectors shall be assigned projects by Community Development Engineering. Inspection time will be based on project needs and budgeted based on project duration and the site inspection fee collected. CD Engineering staff will tabulate the inspection budget prior to assignment of the project. The budgeted amount of time and the time expended will be tracked for each project on the monthly invoice.
4. Miscellaneous inspections that fall outside of an assigned project will be tracked on the monthly invoice and identified with the City department requesting the service (i.e. Misc. Comm. Dev., Misc. Public Utilities, Misc. Public Works, etc...). Miscellaneous inspections shall be authorized by CD Engineering prior to providing the service. In the event there is an emergency inspection request from a City department other than Community Development, the inspector should report this to CD Engineering as soon as possible and no more than 24 hours after the inspection.
5. Inspectors shall have safety gear and have safety strobes/devices on their vehicles. Safety vests shall be worn and vehicle safety devices activated whenever working within the right-of-way.
6. Inspectors shall have use of a laptop or mobile device capable of viewing FDOT index standards and other regulations from the internet.
7. Daily Inspection reports shall include a check of erosion control and other storm water pollution prevention requirements.
8. Inspection reports shall be submitted electronically the following working day after the inspection.
9. A Proactive Illicit Discharge/Illegal Connection Inspection Form shall be prepared for all active construction sites after a rainfall event of .5 inches or more.

EXHIBIT "2"

CONTRACT ADDENDUM NO. ____
Standard Contract for Services dated October 1, 2013
Between the City of Port Orange, Florida and Quentin L. Hampton Associates, Inc.

THIS Contract Addendum 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 **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated October 1, 2013, 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 Contract Addendum expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Contract Addendum Exhibit "A."
3. In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth Exhibit "A" subject to a limit up to but not to exceed \$_____. The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.
4. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Attest:

Printed Name: _____

Robin L. Fenwick, CMC, City Clerk

Date: _____

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

Date: _____

EXHIBIT "3"

QUENTIN L. HAMPTON ASSOCIATES, INC.
PREFERRED RATES AND FEES SCHEDULE – SITE INSPECTION
(REVISED APRIL 2013)

HOURLY RATES

Expert Witness	\$250.00
Principal.....	\$175.00
Project Manager	\$175.00
Professional Engineer.....	\$140.00
Chief Building Official.....	\$80.00
Fire Safety Inspector/Fire Systems Plan Review	\$80.00
Production Supervisor	\$75.00
Engineering Analyst.....	\$75.00
GIS Technician.....	\$75.00
Construction Services Supervisor	\$70.00
CADD Technician.....	\$70.00
Building Plans Examiner.....	\$70.00
Construction Project Representative (Inspector).....	\$60.00
Grant/Funding Coordinator/Federal Grant Compliance Specialist	\$60.00
Building Inspector	\$60.00
Federal Grant Compliance Specialist.....	\$60.00
Sr. Administration Supervisor.....	\$60.00
Administration Support	\$50.00
Subsurface Utility Exploration (SUE).....	Rates TBD

REIMBURSABLE EXPENSES:

Printing and other direct costs – Actual cost

Sub-Consultant Services – Actual cost plus 10% administration fee

Sales Tax – Actual cost if/when sales tax is applicable

Mileage (*if outside Volusia County or if otherwise travel extensive*) – current IRS mileage rate allowance

SCHEDULE NOTES:

1. Schedule shall be subject to annual adjustments
2. Rates do not include sales tax
3. Inspector rates include travel



G&S Good Environmental, Inc.

Consultants for Phase I & II Environmental Site Assessments • Soil & Groundwater Testing
Tank Closure • Asbestos Surveys • Indoor Air Quality • Contamination Assessments

G&S Good Environmental Rate Sheet

January 10, 2013

Field Technician	\$65.00 per/hour
CADD Draftsman	\$65.00 per/hour
Project Geologist	\$ 85.00 per/hour
Professional Geologist	\$125.00 per/hour
Technical Secretary	\$35.00 per/hour
Submersible Pump Rental	\$165.00 per/day
OVA Rental	\$125.00 per/day
YSI Multi-meter	\$50.00 per/day
Core Machine Rental	\$50.00 per/day
Phase I ESA	\$1,800.00 lump sum



BIOLOGICAL CONSULTING SERVICES, INC.

FEE SCHEDULE **Effective January 2010**

PRINCIPAL - ESTUARINE / FIELD BIOLOGIST	\$116.00 / HOUR
SENIOR FIELD BIOLOGIST	\$80.00 / HOUR
FIELD BIOLOGIST	\$75.00 / HOUR
BIOLOGICAL TECHNICIAN	\$60.00 / HOUR
COMPUTER AIDED DRAFTING SPECIALIST	\$75.00 / HOUR
CLERICAL	\$50.00 / HOUR
COURIER	\$25.00 / HOUR
PER DIEM (FOOD, LODGING)	ACTUAL COST
MILEAGE (current Federal allowance)	ACTUAL COST

rate schedule

 Thompson Consulting Services (Thompson) is pleased to provide the following rate schedule for disaster response and recovery services to the City of Port Orange, Florida (City). Thompson's experience with post-disaster management, monitoring and grant administration services spans three decades and accounts for the administration of more than \$2.25 billion in Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program funding.

Table 1: Disaster Debris Monitoring Services

Positions	Hourly Rates
Project Manager	\$69.00
Operations Managers	\$56.00
GIS Analyst	\$56.00
Environmental Specialist	\$56.00
Field Supervisors	\$49.00
Data Manager	\$55.00
Debris Site/Tower Monitors	\$31.50
Crew Monitors	\$31.50
Load Ticket Data Entry Clerks (QA/QC)	\$28.00
Project Coordinators	\$28.00

EXTENSION AND AMENDMENT NO. 2
To Standard Contract for Services dated October 1, 2013
Mead and Hunt, Inc. pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS EXTENSION AND AMENDMENT NO. 2 ("Agreement") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON ASSOCIATES, Inc.** a Wisconsin corporation registered to transact business in the State of Florida, with its principal place of business at 2440 Deming Way, Middleton, WI 53562 (the "Contractor"). The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 1st day of October, 2013, the Parties entered into a Standard Contract for Services ("Contract") pursuant to Request for Statement of Qualifications No. 12-36 for Professional Construction Inspection Services, which provides for term commencing on October 1, 2013 and continuing until September 30, 2018, with two (2) optional one (1) year renewal(s), upon written approval by the Parties and subject to appropriation by the Port Orange City Council; and

WHEREAS, the Contract provides for Contractor rate adjustment on the anniversary of the effective date of the Contract upon mutual agreement of the Parties; and

WHEREAS, on the 14th day of December 2016, the Parties adjusted the rates for professional construction services; and

WHEREAS, the Parties desire to adjust the rates for professional construction inspection services; and

WHEREAS, the Parties desire to utilize the first renewal option, and extend the Contract notwithstanding the date of execution, to commence on October 1, 2018; and

WHEREAS, the Parties desire to provide the City Manager authorization to renew all remaining Contract renewals; and

WHEREAS, the Parties desire to add contract record language to the Contract; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, the Contract renewal shall commence on October 1, 2018 and continue until September 30, 2019 unless otherwise terminated. The City Manager shall have authorization to renew all remaining Contract renewals.

2. **City Obligations.** The City Obligations of this Contract is hereby amended. In return for the services identified in this Contract, the City agrees to compensate the Contractor at the unit prices set forth in the rates and fees schedules attached hereto as Exhibit "3." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual agreement of the Parties with 120 days advanced notice to

the City. 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.

3. Records. The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.

4. Counterparts. This Agreement 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 Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

5. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

Bernadette Fox
Printed Name: Bernadette Fox

Tabitha Russel
Printed Name: Tabitha Russel

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

By: [Signature]
Printed Name: DAVID KING

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.

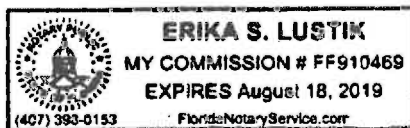
Date: 11/13/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of November, 2018, by David King, as Vice President of Mead + Hunt, Inc., a corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.



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

Witnesses:

CITY OF PORT ORANGE

D. Massey
Printed Name: Deanna Massey

By: [Signature]
Donald O. Burnette, Mayor

Savannah Sharp
Printed Name: Savannah Sharp

Date: 11/13/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of Nov., 2018, 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.



SAVANNAH SHARP
Commission # GG 263816
Expires October 1, 2022
Bonded Thru Budget Notary Services

Savannah Sharp

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



Witnesses:

ATTEST:

D. Massey
Printed Name: Deanna Massey

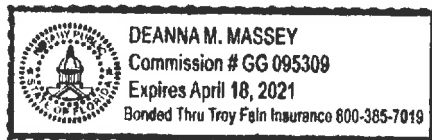
By: [Signature]
Robin L. Fenwick, CMC, City Clerk

Savannah Sharp
Printed Name: Savannah Sharp

Date: 11/13/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of Nov., 2018, 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.



DEANNA M. MASSEY
Commission # GG 095309
Expires April 18, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

D. Massey

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

MEAD & HUNT, Inc.
Billing Rate Schedule
City of Port Orange
Professional Construction Inspection Services,
Environmental Services & Debris Monitoring (#12-36)
Effective October 1, 2018

Applicable Position Work Type	Mead & Hunt Billing Classifications	Billing Rate
Construction Project Representative/Inspector, Administrative Assistant, Asphalt Plant Inspector, Public Information Officer, Contract Support Specialist,	Clerical	\$68.00/hour
Federal Grant Compliance Specialist, Building Inspector, Senior Inspector, Resident Compliance Specialist, Project Coordinator, Building Plans Examiner, Senior Administrative Supervisor, CAD/GIS Technician	Technician I, Technical Writer, Administrative Assistant	\$83.00/hour
Production Manager, Construction Services Manager, Chief Building Official	Technician II	\$102.00/hour
	Technician III	\$116.00/hour
	Technician IV	\$131.00/hour
	Senior Technician	\$142.00/hour
Engineer Intern, Assistant Project Engineer	Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$112.00/hour
	Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$129.00/hour
	Engineer III	\$139.00/hour
Professional Engineer	Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Economist	\$146.00/hour
Project Engineer	Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$155.00/hour
Project Manager, Senior Project Engineer	Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$167.00/hour
Principal	Senior Associate, Principal	\$183.00/hour
Expert Witness	None	\$250.00/hour

Equipment Rates

SUE Vacuum Excavator.....	\$660.00 per day
SUE Ground Penetrating Radar	\$165.00 per day
SUE Truck.....	\$330.00 per day

Expenses

Out-of-Pocket Direct Job Expenses such as reproductions, sub-consultants/contractors, etc. Actual Cost

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	Actual Cost
Lodging and Sustenance	Actual Cost

Invoicing is on a monthly basis for work performed.

This schedule of billing rates is effective October 1, 2018 and will remain in effect until September 30 2019, subject to the terms and conditions in the Agreement. This schedule is subject to annual adjustments.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: Yes

SUBJECT: (B7b) Approval of Extension and Amendment No. 1 Sliger and Associates, Inc. for a rate increase for surveying services and amend spending authority to an amount not to exceed the budget appropriation for each fiscal year (CA5751)

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Extension and Amendment No. 1 to extend the contract (CA5751) with Sliger and Associates, Inc. for multi-department, Professional Surveying services for a two-year term at the unit prices set forth in the rates and fee schedule attached as Exhibit "1," and amend the spending authority not to exceed the budget appropriation for each fiscal year.

SUMMARY: On February 7, 2017, the City entered into a contract (CA5751) with Sliger and Associates, Inc. for multi-department, city-wide surveying services. This contract has been utilized for annexations, final plat review, easements, property acquisition, boundary and topographic survey needs of City departments. The initial term of the contract is February 7, 2017 to February 7, 2020 with the option to renew for two (2) two-year terms upon agreement of both parties.

Sliger would like to exercise their right to increase their rates concurrent with the contract renewal to extend the agreement for the two-year term effective February 8, 2020 to February 7, 2022. The increased rates are shown in Exhibit "1" and have been reviewed by City departments. The increased rates are a 13% increase from current Sliger rates. Sliger has not increased their rates in seven years and the increased rates are competitive with the other two firms the City has on continuing contract as illustrated on the attachment labeled "Surveying Contracts - Man Hour Rate Comparison".

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Sliger & Associates, Inc. Extension and Amendment No. 1	Sliger & Associates, Inc. Extension and Amendment No. 1.pdf
2.	CA 5751 Sliger Contract	CA 5751 Sliger Contract.pdf
3.	Sliger Exhibit 1 2020 Hourly Rate Schedule	Sliger Exhibit 1 2020 Hourly Rate Schedule.pdf
4.	Sliger Rate Increase Comparison	Sliger Rate Increase Comparison.pdf

5.	Sliger--Associ_19-20-COI expires 10 01 2020	Sliger--Associ_19-20-COI expires 10 01 2020.pdf
6.	Surveying Contracts - Man Hour Rate Comparison	Surveying Contracts - Man Hour Rate Comparison.pdf

Margaret Tomlinson	Created/Initiated - 1/16/2020
Tim Burman	Approved - 1/16/2020
Scott Neils	Approved - 1/17/2020
Matthew Jones	Approved - 1/24/2020
Jake Johansson	Approved - 1/27/2020
Robin Fenwick	Final Approval - 1/27/2020

EXTENSION AND AMENDMENT NO. 1
To Professional Survey Services Contract dated February 7, 2017
Sliger & Associates, Inc.

THIS EXTENSION AND AMENDMENT NO. 1 TO PROFESSIONAL SURVEY SERVICES ("Extension and Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SLIGER & ASSOCIATES, Inc.** ("Contractor") a Florida corporation registered to transact business in the State of Florida, with its principal place of business at 3921 Nova Road, Port Orange, Florida 32127. The City and the Consultant are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Professional Survey Services Contract ("Contract") on February 7, 2017, pursuant to Request for Qualifications 16-33 ("RFSQ 16-33"), with a term commencing on February 7, 2017 and continuing for a period of three (3) years, with two (2) additional two (2) year periods, subject to review and approval by the City Manager; and

WHEREAS, the Parties desire to amend the incorrectly referenced Contractor name in in Paragraph 1(a), Sentence 7, from SouthEastern Surveying and Mapping Corporation to Sliger & Associates, Inc; and

WHEREAS, the Parties desire to utilize the first two (2) year renewal option, extending the Contract notwithstanding the date of execution, to commence on February 7, 2020 and continue until February 6, 2022; and

WHEREAS, the Parties desire to amend the hourly rate compensation as set forth in Exhibit "1" of the Contract; and

WHEREAS, the Parties desire to amend the Contract from a spending authority of an amount subject to a limit up to but not to exceed \$25,000 for periodic quotes and purchase orders, and an amount subject to a limit up to but not to exceed \$25,000 for task authorizations, per annual term of the Contract, to a spending authority not to exceed the budget appropriation for each fiscal year, for periodic quotes, purchase orders, and task authorizations; and

WHEREAS, the Port Orange City Council has determined that the execution of this Extension and Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. Provision of Services: The incorrectly referenced Contractor name in in Paragraph 1(a), Sentence 7, from SouthEastern Surveying and Mapping Corporation to Sliger & Associates, Inc, is hereby amended.
3. Term: The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, the Contract renewal shall commence on February 7, 2020 and continue until February 6, 2022 unless otherwise terminated.
4. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic Quotes and Purchase Order(s) in an amount not to exceed the budget appropriation for each fiscal year, and Task Authorization(s) for amounts not to exceed the budget appropriation for each fiscal year. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the

then current fiscal year. 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.

5. Contract Construction. This Extension and Amendment 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 Extension and Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this Extension and Amendment.

6. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension and Amendment on the day and year stated hereinafter.

Witnesses:

SLIGER & ASSOCIATES, INC.

Printed Name: _____

By: _____
Joseph E. Zapert, President

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: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020, by Joseph E. Zapert, as President of Sliger & Associates, Inc., a Florida corporation. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

Attest:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT "1"

HOURLY RATE SCHEDULE

CONTRACT FOR PROFESSIONAL SURVEYING SERVICES CITY OF PORT ORANGE RFSQ # 16-33

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: Sliger & Associates

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal	\$ 125.00
Project Manager	\$ 125.00
CADD Technician	\$ 90.00
Principal Surveyor	\$ 125.00
Survey Crew (2 Man).....	\$ 145.00
Research	\$ 60.00

Expenses/Schedule of Reimbursable Charges

Description (Prints) \$2.00- \$4.00	\$ 0.00
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CITY OF PORT ORANGE PROFESSIONAL SURVEY SERVICES CONTRACT

This Professional Survey Services Contract ("Contract") is entered into this 7 day of Feb., 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SLIGER & ASSOCIATES, INC.** ("Contractor"), a Florida corporation whose principal address is 3921 Nova Road, Port Orange, Florida 32127. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with professional surveying services that meet the minimum technical standards as set forth by Florida Administrative Code Rule 5J-17.050 regulated and adopted by Florida Statutes 472.027. The Contractor shall further provide and/or perform these professional surveying services for a variety of projects being administered by various City departments. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Contractor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Contractor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications ("RFSQ") No. 16-33, and SouthEastern Surveying and Mapping Corporation Proposal dated December 19, 2016 attached hereto as Exhibit "1." Complete copies of RFSQ No. 16-33 and Sliger & Associates, Inc. Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129

- (b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence upon the last date the Contract is signed by the Parties and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional two (2) year periods. Renewal(s) shall be subject to review and approval by the City Manager.

Manner and Place: Work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization of Services: This Contract standing alone does not authorize the purchase of any work or services to be provided by the Contractor, or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) or Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "2." The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion. Contractor agrees that all pricing shall remain valid during the Term(s) of this Contract.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per annual term of this Contract. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. 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.

3. Contract Administration. The Department Head requesting service shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved

in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) 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.

(c) 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 Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor 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.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST 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

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation

may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) **Change Orders.** The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots

of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

18. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

21. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

22. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

24. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

25. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Department Head Requesting Service 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Contractor:	Sliger & Associates, Inc. Attention: Joseph E. Zapert, President 3921 Nova Road Port Orange, Florida 32127 (386) 761-5385 – Telephone (386) 760-0619 – Facsimile jzapert@sligerassociates.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

26. Contract Construction

This Agreement 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 Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Remainder of this page intentionally left blank

Witnesses:

Laurie Bartels

Printed Name: Laurie Bartels

Donna Hendrickson

Printed Name: Donna Hendrickson

SLIGER & ASSOCIATES, INC.

By: [Signature]

Joseph E. Zapert, President

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, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 1/30/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of January, 2017, by Joseph E. Zapert, as President of Sliger & Associates, Inc., a Florida corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

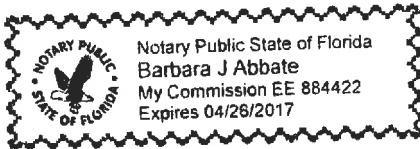
By: [Signature]
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 2/7/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Feb., 2017, 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.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Frances Gosnell
Printed Name: Frances Gosnell

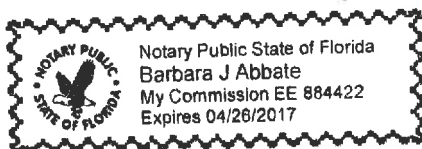
By: [Signature]
Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 2/7/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Feb., 2017, 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.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL SURVEYING SERVICES
CITY OF PORT ORANGE RFSQ # 16-33

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: Sliger & Associates

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal	\$110.00
Project Manager	\$110.00
CADD Technician.....	\$ 80.00
Principal Surveyor.....	\$110.00
Survey Crew (2 Man)	\$135.00
Research	\$ 55.00

Expenses/Schedule of Reimbursable Charges

Description (Prints) \$2.00 - \$4.00.....	\$ 0.00
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EXHIBIT "1"

EXHIBIT “2”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Professional Survey Services Contract dated ____
Between the City of Port Orange, Florida and Sliger & 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 **SLIGER & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 3921 Nova Road, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Professional Survey Services Contract dated _____, 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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within ____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
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.

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

Witnesses:

SLIGER & ASSOCIATES, INC.

Printed Name: _____

By: _____
Joseph E. Zapert, President

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 5751]

EXHIBIT "1"

HOURLY RATE SCHEDULE

CONTRACT FOR PROFESSIONAL SURVEYING SERVICES CITY OF PORT ORANGE RFSQ # 16-33

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: Sliger & Associates

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal	\$ 125.00
Project Manager	\$ 125.00
CADD Technician	\$ 90.00
Principal Surveyor	\$ 125.00
Survey Crew (2 Man).....	\$ 145.00
Research	\$ 60.00

Expenses/Schedule of Reimbursable Charges

Description (Prints) \$2.00- \$4.00	\$ 0.00
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SLIGER
2017 / 2020 RATE COMPARISION

Position	2017	2020	Difference	Percentage
Principal	\$ 110.00	\$ 125.00	\$ 15.00	13.6%
Project Manager	\$ 110.00	\$ 125.00	\$ 15.00	13.6%
CADD Technician	\$ 80.00	\$ 95.00	\$ 15.00	18.8%
Principal Surveyor	\$ 110.00	\$ 125.00	\$ 15.00	13.6%
Survey Crew (2 Man)	\$ 135.00	\$ 145.00	\$ 10.00	7.4%
Research	\$ 55.00	\$ 60.00	\$ 5.00	9.1%

Average Rate Difference	13%
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sihle Insurance Group 1300 S. Woodland Blvd Deland FL 32720		CONTACT NAME: Certificate Dept PHONE (A/C, No, Ext): 407-389-8469 E-MAIL ADDRESS: Certificates@sihle.com		FAX (A/C, No): 407-389-3580
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : American Cas Co of Reading PA		
		INSURER B : Transportation Insurance Company		20494
		INSURER C : Amerisafe		31895
		INSURER D : Beazley Insurance Company		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 49796574**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			5095029143	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5095029188	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	AVWCFL283435 2019	10/1/2019	10/1/2020	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			V28BCB190101	10/1/2019	10/1/2020	Aggregate Each Claim Deductible 2,000,000 2,000,000 35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

The City of Port Orange
1000 City Center Circle
Port Orange FL 32129

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Surveying Contracts - Man Hour Rate Comparison

Position	CPH	Sliger	Southeastern
Principal	\$ 160.00	\$ 125.00	\$ 130.00
Project Manager	\$ 150.00	\$ 125.00	\$ 130.00
CADD Technician	\$ 75.00	\$ 95.00	\$ 86.00
Principal Surveyor	\$ 160.00	\$ 125.00	\$ 130.00
Survey Crew (2 Man)	\$ 135.00	\$ 145.00	\$ 130.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: Yes

SUBJECT: (B7c) Approval of Contract Addendum No. 15 to Mead Hunt for Consultant Construction Engineering Inspection (CCEI) services for the Dunlawton Landscape Median Project ITB 19-15

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Contract Addendum No. 15 to Mead Hunt for Consultant Construction Engineering Inspection (CCEI) services for the Dunlawton Landscape Median Project in the amount of \$91,317.50.

SUMMARY: The Dunlawton Landscape Median project is partly funded by a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT). Pursuant to the JPA, the City is required to obtain the services of a FDOT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight. Mead Hunt is FDOT Pre-qualified to perform CCEI services and is not the same firm as that of the Engineer of Record for the project which is another requirement of FDOT.

As normal and customary with FDOT funded projects, staff was required to prepare a man hour estimate for CCEI that was reviewed and approved by FDOT. This estimate was used as a basis for scoping and negotiating Mead Hunt's proposal. The Mead Hunt proposal is 6.4% of the construction cost of the project which is lower than the industry standard of 10%.

This Contract Addendum is contingent on approval of the Extension and Amendment of Mead Hunt Contract CA3480 which is also on the agenda.

Project No.: AIO022 Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Contract Addendum No 15	Contract Addendum No 15.pdf
2.	Dunlawton Median Landscape CEI Svcs Proposal with Attachments 11-26-19	Dunlawton Median Landscape CEI Svcs Proposal with Attachments 11-26-19.pdf

Margaret Tomlinson	Created/Initiated - 1/16/2020
Tim Burman	Approved - 1/16/2020
Scott Neils	Approved - 1/17/2020
Matthew Jones	Approved - 1/24/2020
Jake Johansson	Approved - 1/27/2020
Robin Fenwick	Final Approval - 1/27/2020

CONTRACT ADDENDUM NO. 15
Standard Contract for Services dated October 1, 2013
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
pursuant to merger with Quentin L. Hampton and Associates, Inc.

THIS Contract Addendum 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 AND 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 Standard Contract for Services dated October 1, 2013, 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 Contract Addendum expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Construction Engineering and Inspection Services ("CEI") for ITB 19-15 SR421/Dunlawton Avenue Median Landscape Beautification (Spruce Creek Road to I-95) project as more particularly described in the Scope of Services attached hereto and incorporated herein as Contract Addendum Exhibit "A."
3. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed Ninety-One Thousand, Three Hundred Seventeen and 50/100 Dollars (\$91,317.50). 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.
4. All other terms and conditions of the Contract shall remain in full force and effect.
5. This Contract Addendum 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 Contract Addendum 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 Contract Addendum.

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

Witnesses:

MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON 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, 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, MMC, City Clerk

Printed Name: _____ Date: _____

**CITY OF PORT ORANGE
DUNLAWTON AVENUE (SR421) MEDIAN LANDSCAPE IMPROVEMENTS
(I-95 – Spruce Creek Road) – CEI SERVICES**

GENERAL

This Task Order is in conformance with the Standard Contract for Services RFSQ #12-36 for Professional Construction Inspection Services, Environmental Services, and Debris Monitoring Services dated October 1, 2013 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

BACKGROUND

The CITY of Port Orange has planned for landscape and irrigation improvements to Dunlawton Avenue from I-95 to Spruce Creek Road. The CITY was successful in acquiring funding from a Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA). The CITY desires MEAD & HUNT to provide Construction Engineering and Inspection (CEI) services.

SCOPE OF WORK/SUB-TASKS

GENERAL

1. It shall be the responsibility of MEAD & HUNT to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
2. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.
3. Inform the CITY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

ON-SITE INSPECTION

1. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
2. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
3. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with FDOT's procedures.

SAMPLING AND TESTING – NOT REQUIRED

ENGINEERING SERVICES

1. Coordinate the Construction Contract administration activities of parties other than the Contractor involved in completing the construction project. Notwithstanding the above, MEAD & HUNT is not liable to the CITY for failure of such parties to follow written direction issued by MEAD & HUNT.
2. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract.
3. Maintain complete, accurate records of activities and events relating to the project and properly document project changes. The following services shall be performed:
 - a. Verify that the Contractor is conducting inspections, preparing reports monitoring storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". MEAD & HUNT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and FDOT's guidelines.
 - b. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
 - c. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues and process the necessary paperwork.
 - d. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Department to make timely payment to the Contractor.
 - e. The CITY will provide Public Information Services.
 - f. Coordinate with the Contractor to video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
 - g. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.
 - These photographs will be filed and maintained on MEAD & HUNT's computer using a Digital Photo Management system.
 - Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

- h. Prepare as-built/record drawings per FDOT CPAM utilizing the contractor prepared as-built redlines and designer-of-record revisions, if any.

EXCLUSIONS

All other work not described above is hereby excluded. Compliance monitoring and reporting in accordance with federal funding such as Davis-Bacon weekly payrolls and interviews, MWBE reporting, etc.

COMPENSATION

MEAD & HUNT proposes to complete the above stated work for an estimated fee of **Ninety-One Thousand Three Hundred Seventeen dollars and 50/100 (\$91,317.50)**. These fees are based on the attached estimated man hour schedule. Additional services can be provided on a time & expense basis per the attached fee schedule.

SCHEDULE

Construction contract is 210 days.

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rphenwick@port-orange.org.

CITY OF PORT ORANGE
DUNLAWTON AVENUE (SR421) MEDIAN LANDSCAPE IMPROVEMENTS
(I-95 - Spruce Creek Road)
CEI SERVICES
MEAD & HUNT ESTIMATED MANHOUR SCHEDULE
November 26, 2019

Mead & Hunt Contract Positions/Rates				
	Project Engineer (hours)	Technician II (hours)	Technician I (hours)	Total Task (\$)
	Equivalent FDOT CEI Positions			
	CEI Project Administrator / Project Engineer	CEI Assistant Project Administrator/Project Engineer	Senior CEI Inspector	
	\$165.00	\$109.00	\$89.00	
	60	7.5	900	
CEI Services	60	7.5	900	\$ 90,817.50
TOTAL ALL TASKS	Lump Sum Total			\$ 90,817.50
	Allowance Total			\$ 500.00
	GRAND TOTAL			\$ 91,317.50

Allowance (Time & Expenses) Breakdown:

Description	Amount
Expenses	\$ 500.00
Total	\$ 500.00

Notes:

- Contract duration is 210 days or 30 weeks
- SAP/SPE @ 2.0 hours per week or 60 hours for QA/QC of Tech II/APA and Tech I/SI work effort
- ST/APA @ 0.25 hours per week or 7.5 hours for weekly report preparation, progress meetings and monthly pay request review
- T/I @ 30 hours per week or 900 hours for daily inspection of MOT efforts, HDD activities, erosion control, landscaping/irrigation work.



November 26, 2019

Margaret Tomlinson
Construction & Engineering Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: mtomlinson@port-orange.org

Hard Copy Mailed Only on Request

**Re: DUNLAWTON AVENUE (SR421) MEDIAN LANDSCAPE IMPROVEMENTS
(I-95–Spruce Creek Road)
CEI SERVICES**

Dear Ms. Tomlinson,

Mead & Hunt is pleased to provide this Construction Engineering and Inspection (CEI) services proposal for this project. The attached proposal addresses the work activities we understand to be required. The proposal includes construction phase services for the proposed landscape and irrigation work.

The attached proposal is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Port Orange on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,

A blue ink signature of David A. King, consisting of a stylized 'D' and 'K'.

David A. King, P.E.
Vice President/Business Unit Leader

A blue ink signature of Andrew M. Giannini, featuring a stylized 'A' and 'G'.

Andrew M. Giannini, P.E.
Project Manager

DAK/KAL:bf/el

Enclosures: Proposal
Estimated Manhour Schedule

**CITY OF PORT ORANGE
DUNLAWTON AVENUE (SR421) MEDIAN LANDSCAPE IMPROVEMENTS
(I-95 – Spruce Creek Road) – CEI SERVICES**

GENERAL

This Task Order is in conformance with the Standard Contract for Services RFSQ #12-36 for Professional Construction Inspection Services, Environmental Services, and Debris Monitoring Services dated October 1, 2013 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

BACKGROUND

The CITY of Port Orange has planned for landscape and irrigation improvements to Dunlawton Avenue from I-95 to Spruce Creek Road. The CITY was successful in acquiring funding from a Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA). The CITY desires MEAD & HUNT to provide Construction Engineering and Inspection (CEI) services.

SCOPE OF WORK/SUB-TASKS

GENERAL

1. It shall be the responsibility of MEAD & HUNT to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
2. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.
3. Inform the CITY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

ON-SITE INSPECTION

1. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
2. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
3. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with FDOT's procedures.

SAMPLING AND TESTING – NOT REQUIRED

ENGINEERING SERVICES

1. Coordinate the Construction Contract administration activities of parties other than the Contractor involved in completing the construction project. Notwithstanding the above, MEAD & HUNT is not liable to the CITY for failure of such parties to follow written direction issued by MEAD & HUNT.
2. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract.
3. Maintain complete, accurate records of activities and events relating to the project and properly document project changes. The following services shall be performed:
 - a. Verify that the Contractor is conducting inspections, preparing reports monitoring storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". MEAD & HUNT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and FDOT's guidelines.
 - b. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
 - c. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues and process the necessary paperwork.
 - d. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Department to make timely payment to the Contractor.
 - e. The CITY will provide Public Information Services.
 - f. Coordinate with the Contractor to video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
 - g. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.
 - These photographs will be filed and maintained on MEAD & HUNT's computer using a Digital Photo Management system.
 - Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

- h. Prepare as-built/record drawings per FDOT CPAM utilizing the contractor prepared as-built redlines and designer-of-record revisions, if any.

EXCLUSIONS

All other work not described above is hereby excluded. Compliance monitoring and reporting in accordance with federal funding such as Davis-Bacon weekly payrolls and interviews, MWBE reporting, etc.

COMPENSATION

MEAD & HUNT proposes to complete the above stated work for an estimated fee of **Ninety-One Thousand Three Hundred Seventeen dollars and 50/100 (\$91,317.50)**. These fees are based on the attached estimated man hour schedule. Additional services can be provided on a time & expense basis per the attached fee schedule.

SCHEDULE

Construction contract is 210 days.

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfeenwick@port-orange.org.

CITY OF PORT ORANGE
DUNLAWTON AVENUE (SR421) MEDIAN LANDSCAPE IMPROVEMENTS
(I-95 - Spruce Creek Road)
CEI SERVICES
MEAD & HUNT ESTIMATED MANHOUR SCHEDULE
November 26, 2019

	Mead & Hunt Contract Positions/Rates			
	Project Engineer (hours)	Technician II (hours)	Technician I (hours)	
	Equivalent FDOT CEI Positions			
	CEI Project Administrator / Project Engineer	CEI Assistant Project Administrator/Project Engineer	Senior CEI Inspector	
Description	\$165.00	\$109.00	\$89.00	Total Task (\$)
CEI Services	60	7.5	900	\$ 90,817.50
TOTAL ALL TASKS	60	7.5	900	\$ 90,817.50
			Lump Sum Total	\$ 90,817.50
			Allowance Total	\$ 500.00
			GRAND TOTAL	\$ 91,317.50

Allowance (Time & Expenses) Breakdown:

Description	Amount
Expenses	\$ 500.00
Total	\$ 500.00

Notes:

- a. Contract duration is 210 days or 30 weeks
- b. SAP/SPE @ 2.0 hours per week or 60 hours for QA/QC of Tech II/APA and Tech I/SI work effort
- c. ST/APA @ 0.25 hours per week or 7.5 hours for weekly report preparation, progress meetings and monthly pay request review
- d. T/I @ 30 hours per week or 900 hours for daily inspection of MOT efforts, HDD activities, erosion control, landscaping/irrigation work.

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
City of Port Orange
Professional Construction Inspection Services,
Environmental Services & Debris Monitoring (#12-36)

Standard Billing Rates

Clerical, (<i>FDOT – Secretary/Clerk Typist, Inspectors Aide</i>)	\$73.00 / hour
Registered Land Surveyor	\$137.00 / hour
Technical Editor, Biologist	\$109.00 / hour
Technician I, Technical Writer, Administrative Assistant, (<i>FDOT – Associate Contract Support Specialist, Senior Inspector/Senior Engineer Intern, Inspector/Engineer Intern</i>)	\$89.00 / hour
Technician II, Surveyor - Instrument Person, (<i>FDOT – Assistant Project Administrator/Project Engineer, Contract Support Specialist</i>)	\$109.00 / hour
Technician III	\$124.00 / hour
Technician IV	\$140.00 / hour
Senior Technician	\$152.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I.....	\$120.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II.....	\$138.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$149.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$156.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner, (<i>FDOT – Project Administrator/Project Engineer</i>).....	\$165.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner, (<i>FDOT – Senior Project Engineer</i>)	\$179.00 / hour
Senior Associates, Principal	\$196.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates will remain in effect until December 31, 2020, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: Yes

SUBJECT: (B7d) Approval of Extension and Amendment No. 1 to Mead Hunt for a rate increase for Professional Engineering Services (CA5670)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Extension and Amendment No. 1 to extend the contract (CA5670) with Mead Hunt for multi-department, Professional Engineering services for a two-year term at the unit prices set forth in the rates and fee schedule attached as Exhibit A.

SUMMARY: On December 27, 2017, the City entered into a contract (CA5670) with Mead Hunt for multi-department, Professional Engineering services. This contract has been utilized for small project design needed by Community Development and Public Works and is used for design review when staff levels are not able to meet the demands of the development review workload. The initial term of the contract is December 27, 2017 to December 27, 2019 with the option to renew for two (2), two-year terms upon agreement of both parties.

Mead Hunt would like to exercise their right to increase their rates concurrent with the contract renewal to extend the agreement for the two-year term effective December 28, 2019 to December 27, 2021. The increased rates are shown in Exhibit A and have been reviewed by City departments. The increased rates are a 7% increase from Mead Hunt 2018 rates. Community Development has researched other firms and found the new rates to be competitive for Professional Engineering Services.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Extension and Amendment No 1	Extension and Amendment No 1.pdf
2.	16-32 QLH Executed Contract	16-32 QLH Executed Contract.tif
3.	Exhibit A Amendment 1 - Contract 16-32 - Billing Rates - 2020 Port Orange	Exhibit A Amendment 1 - Contract 16-32 - Billing Rates - 2020 Port Orange.pdf
4.	Exhibit B - Mead Hunt 16-32 2020 Rate Increase Comparison	Exhibit B - Mead Hunt 16-32 2020 Rate Increase Comparison.pdf

Margaret Tomlinson	Created/Initiated - 11/22/2019
Tim Burman	Approved - 1/16/2020
James Tillman	Approved - 1/22/2020
Scott Neils	Approved - 1/23/2020
Matthew Jones	Approved - 1/24/2020
Jake Johansson	Approved - 1/27/2020
Robin Fenwick	Final Approval - 1/27/2020

EXTENSION AND AMENDMENT NO. 1
To Master Contract for Engineering Services dated December 27, 2016
Mead and Hunt, Inc. pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS EXTENSION AND AMENDMENT NO. 1 TO MASTER CONTRACT ("Extension and Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON ASSOCIATES, Inc.** a Wisconsin corporation registered to transact business in the State of Florida, with its principal place of business at 2440 Deming Way, Middleton, WI 53562 (the "Consultant"). The City and the Consultant are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Master Contract for Engineering Services ("Contract") on December 27, 2016, pursuant to Request for Qualifications 16-32 ("RFSQ 16-32"), with a term commencing on December 27, 2016 and continuing for a period of three (3) years or until either Party provides the other written notice of its intent to terminate as provided in the Contract, renewals available upon written agreement of the Parties and appropriation by City Council for up to two (2) additional two (2) year terms, and provides for authorization of services to be completed by written Task Authorizations; and

WHEREAS, the Parties desire to utilize the first two (2) year renewal option, extending the Contract notwithstanding the date of execution, to commence on December 27, 2019 and continue until December 26, 2021, unless otherwise terminated; and

WHEREAS, the Parties desire to amend the hourly rate compensation as set forth in Exhibit "2" of the Contract, and to provide the City Manager authorization to renew the Master Contract for all remaining renewals; and

WHEREAS, the Port Orange City Council has determined that the execution of this Extension and Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, the Contract renewal shall commence on December 27, 2019 and continue until December 26, 2021 unless otherwise terminated.
3. Renewals: The Renewals of this Contract is hereby amended. The City Manager shall have authorization to renew all remaining renewals of Contract.
4. City Obligations. The City Obligations of this Contract is hereby amended. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. Rates may be adjusted on the anniversary of the effective date of this Extension and Amendment, upon mutual agreement of the Parties with 120 days advanced notice to the City. The City's obligation to pay Engineer under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to

the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus ten (10%) percent. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

5. Contract Construction. This Amendment 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 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this Amendment.

6. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Amendment on the day and year stated hereinafter.

Witnesses:

MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON 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: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020, by _____, as _____ of _____, a Wisconsin corporation. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

Attest:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT 2

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
City of Port Orange
Professional Consulting Services for Civil Engineering,
Traffic Engineering & Transportation Planning, Landscape Architecture,
Environmental & Planning Services (#16-32)

Standard Billing Rates

Clerical	\$73.00 / hour
Registered Land Surveyor	\$137.00 / hour
Technical Editor, Biologist	\$109.00 / hour
Technician I, Technical Writer, Administrative Assistant	\$89.00 / hour
Technician II, Surveyor - Instrument Person	\$109.00 / hour
Technician III	\$124.00 / hour
Technician IV	\$140.00 / hour
Senior Technician	\$152.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$120.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$138.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$149.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$156.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$165.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$179.00 / hour
Senior Associates, Principal	\$196.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed.

This schedule of billing rates will remain in effect until December 31, 2020, subject to the terms and conditions in the Agreement. This schedule is subject to annual adjustments.



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 27th day of December, 2016, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and QUENTIN L. HAMPTON ASSOCIATES, INC., a Florida corporation whose principal address is 4401 Eastport Parkway, Port Orange, Florida 32127 ("Engineer"). (The City and Engineer are collectively referred to herein as the "Parties.")

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

- (i) Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, and related services for the City for preparation of a variety of projects administered by various departments within the City, including but not limited to the following:
 - (1) Investigation of existing structures or sites and preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
 - (2) Studies and planning for construction projects, including drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
 - (3) Engineering services required to construct a variety of projects and related site work; preparation of design and construction documents – plans, specifications, calculations, cost estimates, reports and schedules; coordination of special services such as testing and surveying; provide required documents and services to obtain all construction permits; assist the City project manager with bidding and construction administration, including field visits, shop drawing review, applications for payment, punch list and certification;
 - (4) Preparation of presentation boards and digital graphic photo realistic renderings;
 - (5) Oral presentations and PowerPoint audio visual presentations; and
 - (6) Leading project meetings and preparing and distributing meeting minutes

in accordance with Request for Statement of Qualifications #16-32 and Engineer's proposal in response thereto. A true and correct copy of RFSQ 16-32 and Engineer's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange.

Projects may include City of Port Orange existing or proposed sites which require evaluation and/or site design for facilities with uses including Parks and Recreation, Fire and Police, flood control and/or stormwater treatment. Projects may also include review of development projects, traffic simulation/operations analysis models such as HCS, ARTPLAN, SYNCHRO, CUBE, and CFRPM, Traffic Impact Analysis creation and review, signal timing, traffic calming, intersection analyses, traffic improvement justification reports, Traffic Impact Analysis Methodology review, Conduct traffic counts and creation and review of roadway classification and Level of Service (LOS) capacity reports.

Plans will be drawn in AutoCAD format unless otherwise directed.

All documents resulting from any project performed hereunder shall become the sole property of the City.

- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years thereafter or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional two (2) year terms.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. **Authorization for Services.** This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion. Furthermore, the City reserves the right, at its sole discretion, to utilize the Master Contract for Engineering Services entered into between the Parties on March 17, 2015 pursuant to Request for Statement of Qualifications No. 14-23, for the scope of services set forth therein.

3. **City Obligations.** The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. The City's obligation to pay Engineer under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus ten (10%) percent. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Engineer's negligent performance of the services furnished under this Contract.

5. Statement of Engineering Services. The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits. The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with

such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City, the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications. The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Engineer. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's

risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

8. Expert Witness. The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

9. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

(1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

(2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

- (1) The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;
 - (2) The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and
 - (3) A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

12. Examination of Records

- (a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.
- (b) The Engineer further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

13. Public Records Compliance. Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) 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.
- (c) 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 Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.
- (d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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.

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.10, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST 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.

14. Termination for Non-Appropriation of Funds. If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

15. Insurance

(a) Engineer shall maintain insurance during the life of this Contract. Engineer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Engineer shall furnish policies and certificates of insurance to the City for review and approval. Approval by the City of any policy of insurance shall not, however, relieve the Engineer from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Engineer shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Engineer shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Engineer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Engineer for the reasonable additional costs of increased coverage. The Engineer shall maintain the following coverages:

Required Insurance	Insurance	Standards	Comments
☒	Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage.
☒	Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 minimum	

16. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. **Liability for Loss or Damage.** Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract

by Engineer, its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

18. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

19. E-Verify. Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this 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 term of this Contract.

20. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

21. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

22. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in Request for Statement of Qualifications #16-32 and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

24. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

25. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: <i>(Department Head Requesting Service)</i> 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Engineer:	Quentin Hampton Associates, Inc. Attention: Brad T. Blais, President 4401 Eastport Parkway Port Orange, Florida 32127 (386) 761-6810 – Telephone (386) 761-3977 – Business Fax bblais@qlha.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

26. Contract Construction

This Agreement 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 Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Bernadette Fox
Printed Name: Bernadette Fox

Baron Simbel
Printed Name: Baron Simbel

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: [Signature]
Brad T. Blais, President

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, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

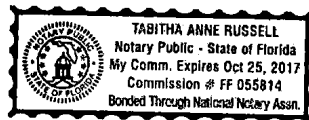
Date: 12/27/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of December, 2016, Brad T. Blais, as President of Quentin L. Hampton Associates, Inc., a Florida corporation, and who:

(Notary: Please select one)

- ☒ is personally known to me; or
☐ has produced _____ as identification.



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

Witnesses:

CITY OF PORT ORANGE

Sandra A. Largent
Printed Name: Sandra A. Largent

By: Allen Green
Allen Green, Mayor

Margaret T. Roberts
Printed Name: Margaret T. Roberts

Date: November 30, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30th day of November, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Margaret T. Roberts
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

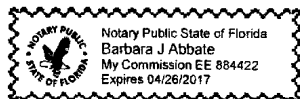
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Frances Gasnell
Printed Name: Frances Gasnell

Date: 11/30/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of Nov., 2016, 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.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5670]

EXHIBIT “1”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and 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 **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, 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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
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.

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

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____ By: _____
Brad T. Blais, President
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, 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: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 5670]

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised October 2016)

Position	Rate
Expert Witness	\$250
Principal	\$175
Project Manager	\$175
Professional Engineer	\$140
Engineering Intern	\$100
Construction Services Supervisor	\$85
Production Supervisor	\$80
GIS Technician	\$75
CADD Technician	\$75
Grant/Funding Coordinator	\$70
Federal Grant Compliance Specialist	\$70
Construction Project Representative (Inspector)	\$65
Sr. Administrative Supervisor	\$60
Administration Support	\$55

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer	\$175
Project Administrator/Project Engineer	\$140
Assistant Project Administrator/Project Engineer	\$100
Senior Inspector/Senior Engineer	\$85
Utility Coordinator	\$85
Senior Inspection Building Structures	\$85
Resident Compliance Specialist	\$70
Inspector/Engineer Intern	\$65
Asphalt Plant Inspector	\$65
Public Information Officer	\$65
Building Inspector/Electrical	\$65
Contract Support Specialist	\$65
Associate Contract Support Specialist	\$55
Inspector's Aide	\$55
Secretary/Clerk Typist	\$55

Subsurface Utility Engineering (SUE) Services

Project Manager	\$140
Project Coordinator	\$70
Field Technician	\$65
Administrative Support	\$50
Vacuum Excavator	\$600/day
Ground Penetrating Radar (GPR)	\$150/day
Truck	\$300/day

EXHIBIT "2"

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review.....	\$80
Building Plans Examiner	\$75
Building Inspector.....	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies.....	Actual Cost
Travel	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

EXHIBIT "2"

Largent, Sandra

From: Largent, Sandra
Sent: Thursday, December 22, 2016 11:58 AM
To: Clark, Wayne
Cc: Tomlinson, Margaret; Williams, Krista; Purchdiv; Roberts, Margaret
Subject: Quentin L Hampton Associates Master Contract for Engineering Services
Attachments: Quentin L Hampton Associates Master Contract for Engineering Services.pdf

Importance: High

Good Morning. Please find attached for your review the Quentin L. Hampton Associates Master Contract for Engineering Services. The contract has a term commencing on the last date the contract is signed by the parties, and shall continue for a period of 3 years thereafter or until either party provides the other party written notice of its intent to terminate as provided in the contract. Upon written agreement of the parties and appropriation by the City Council, the contract may be renewed for up to 2 additional 2 year terms.

In return for services, the City reserves the right to utilize either lump sum or hourly rate compensation as set forth in Exhibit "2" of the contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year.

Authorization of services will be by a written Task Authorization(s) issued by the City.

Please confirm that you approve this procedure.

Sandy Largent, ACP, FRP

NALA ADVANCED CERTIFIED PARALEGAL | FLORIDA REGISTERED PARALEGAL

CITY OF PORT ORANGE

Office of the City Attorney | 1000 City Center Circle | Port Orange, Florida 32129

(386) 506-5531 - Direct | (386) 506-5525 - Main | (386) 506-5530 - Fax

slargent@port-orange.org | www.port-orange.org



Largent, Sandra

From: Largent, Sandra
Sent: Thursday, December 22, 2016 12:01 PM
To: Brad Blais
Cc: 'Bernadette Fox'; Clark, Wayne; Tomlinson, Margaret; Williams, Krista; Purchdiv; Roberts, Margaret
Subject: Quentin L. Hampton Associates Master Contract for Engineering Services with City of Port Orange
Attachments: Quentin L Hampton Associates Master Contract for Engineering Services.pdf
Importance: High

Good Morning. Attached is proposed Master Contract for Engineering Services between the City of Port Orange and Quentin L. Hampton Associates, Inc.

1. Please review the document carefully, and if satisfactory, have the document signed by the President of the corporation in front of two witnesses and a notary public. ***If the document 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, please provide written authorization for that individual to enter into contracts on behalf of the corporation.***
2. ~~Please return a signed copy of the document to me at slargent@port-orange.org~~ and return the original signed document to me at the address below.

Thank you for your professional courtesies.

Sandy Largent, ACP, FRP

NALA ADVANCED CERTIFIED PARALEGAL | FLORIDA REGISTERED PARALEGAL

CITY OF PORT ORANGE

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MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
City of Port Orange
Professional Consulting Services for Civil Engineering,
Traffic Engineering & Transportation Planning, Landscape Architecture,
Environmental & Planning Services (#16-32)

Standard Billing Rates

Clerical	\$73.00 / hour
Registered Land Surveyor	\$137.00 / hour
Technical Editor, Biologist	\$109.00 / hour
Technician I, Technical Writer, Administrative Assistant	\$89.00 / hour
Technician II, Surveyor - Instrument Person	\$109.00 / hour
Technician III	\$124.00 / hour
Technician IV	\$140.00 / hour
Senior Technician	\$152.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$120.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$138.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$149.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$156.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$165.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$179.00 / hour
Senior Associates, Principal	\$196.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates will remain in effect until December 31, 2020, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

EXHIBIT B
MEAD HUNT
2016-2020 RATE COMPARISON

Mead & Hunt, Inc. Billing Rates

Position	2016	2018	2020	2016-2018 Difference	2016-2018 Percentage	2018-2020 Difference	2018-2020 Percentage
Clerical	\$ 55.00	\$ 68.00	\$ 73.00	\$ 13.00	24%	\$ 5.00	7%
Admin. Assistant	\$ 60.00	\$ 83.00	\$ 89.00	\$ 23.00	38.3%	\$ 6.00	7%
Technician I	\$ 70.00	\$ 83.00	\$ 89.00	\$ 13.00	19%	\$ 6.00	7%
Technician II	\$ 85.00	\$ 102.00	\$ 109.00	\$ 17.00	20.0%	\$ 7.00	7%
Technician III	N/A	\$ 116.00	\$ 124.00	N/A	N/A	\$ 8.00	7%
Technician IV	N/A	\$ 131.00	\$ 140.00	N/A	N/A	\$ 9.00	7%
Senior Technician	N/A	\$ 142.00	\$ 152.00	N/A	N/A	\$ 10.00	7%
Engineer I	\$ 100.00	\$ 112.00	\$ 120.00	\$ 12.00	12.0%	\$ 8.00	7%
Engineer II	N/A	\$ 129.00	\$ 138.00	N/A	N/A	\$ 9.00	7%
Engineer III	N/A	\$ 139.00	\$ 149.00	N/A	N/A	\$ 10.00	7%
Senior Engineer	\$ 140.00	\$ 146.00	\$ 156.00	\$ 6.00	4.3%	\$ 10.00	7%
Project Engineer	N/A	\$ 155.00	\$ 165.00	N/A	N/A	\$ 10.00	6%
Senior Project Engineer	\$ 175.00	\$ 167.00	\$ 179.00	\$ (8.00)	-4.6%	\$ 12.00	7%
Senior Associate, Principal	\$ 175.00	\$ 183.00	\$ 196.00	\$ 8.00	4.6%	\$ 13.00	7%

Average Rate Difference	15%	7%
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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: Yes

SUBJECT: (B8) Resolution No. 20-4 - 2018 Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$10,000 from Florida Department of Law Enforcement for Portable Speed Signs and Traffic Cones

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 20-4, Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$10,000 from Florida Department of Law Enforcement for Portable Speed Signs and Traffic Cones.

SUMMARY: An application for the FY18 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 #2020-JAGD-VOLU-4-Y6-038 in the amount of \$10,000. Funds will be utilized to purchase portable speed signs and traffic cones. No matching funds are required for this grant program.

Project No.: Funding Account No.:

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Reso. No. 20-4 Acceptance of Edward Byrne JAG Grant	Reso. No. 20-4 Acceptance of Edward Byrne JAG Grant.pdf
2.	PD Signed 2019-JAGD-2131 Acceptance of Federal Funding Assistance	PD Signed 2019-JAGD-2131 Acceptance of Federal Funding Assistance.pdf
3.	2019-JAGD-2131 Application for Funding Assistance	2019-JAGD-2131 Application for Funding Assistance.pdf
4.	Email 1.3.20 Approval of FDLE JAG Application	Email 1.3.20 Approval of FDLE JAG Application.pdf

Amanda Lasecki
William Proctor
Thomas Grimaldi
Scott Neils

Created/Initiated - 1/8/2020
Approved - 1/8/2020
Approved - 1/9/2020
Approved - 1/10/2020

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 1/23/2020
Approved - 1/24/2020
Final Approval - 1/24/2020

RESOLUTION NO. 20-4

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) 2018 Edward Byrne Memorial Justice Assistance Grant for the purchase of portable speed signs and traffic cones; 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 2018 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, MMC, City Clerk

Adopted on the _____ day of _____, 2020

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Port Orange

Subgrant Number: 2020-JAGD-VOLU-4-Y6-038

Project Title: PORTABLE SPEED SIGNS AND TRAFFIC CONES

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of Port Orange

Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

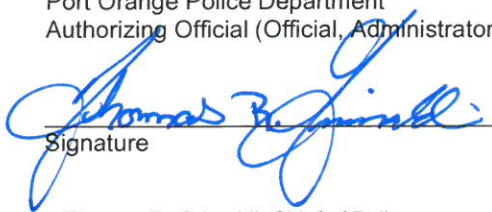
Signature

Date

Printed Name and Title

Port Orange Police Department

Authorizing Official (Official, Administrator, or Designated Representative)


Signature

01/08/2020

Date

Thomas R. Grimaldi, Chief of Police

Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature

Date

Printed Name and Title

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: Scott Neils

Title: Chief Financial Officer

Address: 1000 City Center Circle

City: Port Orange

State: FL **Zip:** 32129-4144

Phone: 386-506-5702 **Ext:**

Fax:

Email: sneils@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: Eric Fisher
Title: Captain
Address: 4545 S. Clyde Morris Blvd.
City: Port Orange
State: FL **Zip:** 32129-4062
Phone: 386-506-5800 **Ext:**
Fax:
Email: ericf@port-orange.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Section Questions:

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: No

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: Yes

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: Chapter 908 F.S.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: PORTABLE SPEED SIGNS AND TRAFFIC CONES

Subgrant Recipient: City of Port Orange

Implementing Agency: Port Orange Police Department

Project Start Date: 10/1/2019 **End Date:** 9/30/2020

Problem Identification

The Port Orange Police Department continues to see an increase in traffic crashes throughout the City. Most crashes involved speed as a contributing factor. Between January 1, 2019 and July 1, 2019 there was a 5.1% increase in crashes compared to the same timeframe in 2018. Growth within the City has included significant development of housing developments as well as retail establishments. The increase in retail stores to include restaurants has brought a larger daytime visiting population which brings an increase in traffic to the roadways. As the City of Port Orange continues to grow and is approaching a population of 63,000 residents more vehicular traffic is realized. In response to the recent increases in traffic in the Daytona Beach Metropolitan area the Florida Department of Transportation has been improving roadways and the interstate which runs through our City. The continual construction on the roadways has increased the danger to motorists and pedestrians from speeding vehicles. Due to staffing issues we have been unable to increase the size of our Traffic Unit to keep pace with the growth. The Traffic Unit, which consists of six (6) Motor Officers and one (1) Supervisor has seen an increase of 16.58% of citations issued from 2017 to 2018. The Port Orange Police Department is in need of a way to raise awareness and increase compliance with the posted speed limits without placing an increased demand on our Traffic Unit. Currently, only four (4) digital speed radar signs cover 28.6 square miles of the City. In 2018 the data collected from the signs indicated that while the signs are in place speeds have decreased in those areas. The signs have proven to be an indispensable tool to assist in data recovery, violation identification, public education, and crash reduction.

Additionally, as crashes increase the Traffic Unit sees a need for new traffic cones to visually alert motorists of a traffic incident and provide a safe environment to conduct traffic investigations. When traffic cones age the color fades which makes them harder for motorist to see, thus placing our officers and potentially citizens at risk.

The City of Port Orange and Port Orange Police Department do not have sufficient funds budgeted to purchase the items for this project and are in need of grant funds.

Project Summary (Scope of Work)

Using grant funds, the Port Orange Police Department proposes to purchase Portable Speed Signs to address increases in traffic crashes resulting from excessive speed without increasing the demand on our Traffic Unit. The signs will be placed around the areas of the City that have reports of excessive crashes and/or speeding. The traffic signs utilize software that the POPD is already using, thus making the addition of these signs seamless. The addition of these signs will relieve some stress on our over burdened traffic unit. As these signs are known to discourage speeding and also are able to alert motorist of accidents or detours.

Application for Funding Assistance

Florida Department of Law Enforcement Justice Assistance Grant - Direct

The grants funds will also purchase traffic cones. Currently the Traffic Unit utilizes old, worn cones while investigating crashes. The purchase of new cones will provide a visual for motorists to be aware and drive cautiously. This will provide an additional layer of safety for both officer and citizens.

The proposed timeline for the project will begin at time of receipt of the subaward agreement. It is anticipated that during the first quarter the agreement will go before City Council for approval prior to execution. After full execution of the subaward agreement a quote will be requested for the cones. It is anticipated that during the second quarter a requisition will be prepared and the items will be ordered. It is anticipated that during the third quarter the items will be received, payment of the invoice will be made, and documents will be submitted for FDLE for reimbursement.

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.

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: 0

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: \$1,000

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: 01 - Law Enforcement (Includes Task Forces)

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: public satisfaction with police services and public perception 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, newsletters are distributed monthly, social media is utilized on a daily to weekly basis, 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.

Goal: The Port Orange Police Department utilizes a Citizen's Police Academy, internships for universities and high schools, a volunteer program and a youth athletic program.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

The Port Orange Police Department utilizes a Citizen's Police Academy, internships for universities and high schools, a volunteer program 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 Port Orange Police Department intends to lower the incident of traffic crashes in the City through education of drivers exceeding the speed limit.

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: None expected.

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 Port Orange Police Department's major activities are to purchase the portable speed signs and place them in areas of high concern. Data has shown that the speed of drivers in areas that have the signs decreases when they are present. An additional activity will be to collect traffic data from the signs for further analysis. The final activity will be the utilization of new traffic cones during traffic investigations to allow for a safer experience for those involved.

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	\$1,260.00	\$0.00	\$1,260.00
Operating Capital Outlay	\$8,740.00	\$0.00	\$8,740.00
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:

Operating Capital Outlay:

(2) Two Portable Speed Signs at approximately \$4,371.00 each for an extended price of \$8,742.00 (includes three year warranty at no additional charge). The signs includes cloud based reporting and accessibility. This feature allows real-time data and remote management. The signs also include All Traffic Solution's software which our agency is already using. The portable speed signs do not include license plate readers. The portable speed signs are mounted on poles staked into the ground and do not require trailers.

Operating Capital Outlay Total = \$8,742.00

Expenses:

Shipping of (2) two Portable Speed Signs at approximately \$80.00 each for an extended price of \$160.00

(80) Eighty 18" Traffic Cones at approximately \$4.00 each for an extended price of \$320.00.

(60) Sixty 28" Traffic Cones at approximately \$13.00 each for an extended price of \$780.00.

Total approximate cost of Traffic Cones of \$1,100.00. Shipping and warranty will be covered by the Port Orange Police Department.

Expenses Total = \$1,260.00

Project Total = \$10,002.00

Any costs over the award amount will be the responsibility of the Port Orange Police Department.

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: Sole source and competitive bid

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://oip.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/g2-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.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

12.0 Privacy Certification - The subrecipient must comply with all confidentiality requirements of 34 U.S.C. § 10231 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 (EEOP) - 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 forty-five (45) 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 thirty (30) 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.

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.

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.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, 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.

- 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 ("FAPIS").

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:
<https://dos.myflorida.com/media/693576/gs1-sl-2017-final.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 audit 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 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:

“This project was supported by Award No. 2018-MU-BX-0292 awarded by the Bureau of Justice Assistance, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component.”

Any website 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 <https://www.dhs.gov/publication/funding-documents>.

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 <https://it.ojp.gov/gsp>. 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 and 1644

1.0 In regards to the program or activity funded in whole or in part 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 either 8 U.S.C. 1373(b) or 1644. 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 and 1644, 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 and 1644 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.

the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at

<https://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

From: [Fisher, Eric](#)
To: [Lasecki, Amanda](#)
Subject: FW: [EXT] Signature Page Request
Date: Friday, January 3, 2020 3:29:18 PM
Attachments: [2019-JAGD-2131 Signature Page.pdf](#)
[2019-JAGD-2131.pdf](#)

Captain Eric Fisher

Support Services Division
Port Orange Police Department
4545 Clyde Morris Blvd.
Port Orange, FL 32129
386.506.5876 Office
efisher@port-orange.org

From: Criminal Justice <criminaljustice@fdle.state.fl.us>
Sent: Friday, January 03, 2020 15:27
To: Neils, Scott <sneils@port-orange.org>; Fisher, Eric <EricF@port-orange.org>
Cc: Smith, Clyde <ClydeSmith@fdle.state.fl.us>
Subject: [EXT] Signature Page Request

Dear Project Director and Chief Financial Officer (CFO):

The application review process for your application (2019-JAGD-2131) under the FY18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program is complete and ready for approval. In order to approve the application, please complete the following steps:

1. Review the attached final application carefully;
2. Obtain signatures from the Subgrant Recipient Chief Official on the appropriate line; and
3. Obtain signatures from the Implementing Agency Chief Official (if different) on the appropriate line.

Once the signatures are obtained, submit a copy of the signature page electronically to criminaljustice@fdle.state.fl.us, or by post mail to P.O. Box 1489, Tallahassee, FL 32302-1489. Upon receipt of the signature pages, the application will be approved in SIMON and award documents will be executed by the Bureau Chief. You will receive an email with the award documents upon execution.

If you have any questions or experience delays in obtaining your signatures, please contact the Office of Criminal Justice Grants at (850) 617-1250.

Sincerely,

Office of Criminal Justice Grants

Florida Department of Law Enforcement

(850) 617-1250

Visit our website at: <http://www.fdle.state.fl.us/Grants/Home.aspx>





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: No

SUBJECT: (B9) Ratification of Extension of Temporary License Agreement for Construction Laydown

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve ratification of the Extension to the License Agreement for Construction Laydown and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: GPS Civil Construction Inc. is under contract with FDOT for repairs to US1 and has been under a license agreement with the city for use of White Place Park for a construction laydown site. Due to delays in the project from weather, GPS Civil is requesting an extension of 60 days. The license agreement is set to expire on January 25, 2020. However, an extension was executed by GPS Civil and the city prior to the expiration with the expectation of bringing to council for ratification. Attached for your review is the extension to the license agreement.

Staff recommends approval

Project No.: Funding Account No.:

Presenter: Susan Lovallo

ATTACHMENTS:

1.	Extension to License GPS Civil	Extension to License GPS Civil.pdf
2.	GPS CIVILexecutedcontract	GPS CIVILexecutedcontract.pdf
3.	request for extension	request for extension.pdf

Susan Lovallo
Susan Lovallo
Scott Neils
Shannon Balmer
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 1/23/2020
Approved - 1/23/2020
Approved - 1/23/2020
Approved - 1/23/2020
Approved - 1/23/2020
Approved - 1/24/2020
Final Approval - 1/24/2020

**Extension Agreement for Temporary License Agreement
for Construction Laydown**

This Extension Agreement of the TEMPORARY LICENSE AGREEMENT FOR CONSTRUCTION LAYDOWN ("Agreement") is made and entered into this ____ day of January, 2020, between **GPS Civil Construction, Inc.**, a Florida corporation, 939 S. Ridgewood Avenue, Daytona Beach, FL 32114, hereinafter referred to as "GPS"; and the **City of Port Orange**, a municipal corporation, mailing address of 1000 City Center Circle, Port Orange, Florida, 32129, hereinafter "City"; hereinafter collectively referred to as the "Parties".

WHEREAS, City owns that certain property at the corner of Lafayette Street and White Place, Port Orange, Florida sometimes being identified White Place Park, more specifically described in **Exhibit "A"** attached and made a part hereof ("White Place Property"); and

WHEREAS, GPS and City entered into a *Temporary License Agreement for Construction Laydown* dated April 29, 2019 attached hereto as **Exhibit "B"**, made a part hereof by reference ("License"); and

WHEREAS, the License is due to terminate on January 25, 2020; and

WHEREAS, due to weather related delays, GPS has requested an extension of time in order to complete the work referenced in the License; and

WHEREAS, the parties have so agreed to extend the date of termination for the License, subject to said License being modified according to the terms and conditions hereinafter stated.

NOW THEREFORE, the Parties, for good and valuable consideration, receipt whereof is hereby acknowledged, intending to be legally bound, agree as follows:

1. The above premises are true and correct and are incorporated herein as material provisions of this Agreement.
2. GPS and City do hereby agree to extend the termination date for the License by sixty (60) days. Thereby, causing the date of termination for the License to be extended to March 25, 2020.
3. This Agreement shall be subject to ratification by City Council on or before February 4, 2020 City Council meeting.
4. All other terms and provisions of the License shall remain in full force and effect except as modified herein.

5. This Agreement 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 of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

This Extension Agreement of the License is executed by the Parties as of the respective dates set forth hereinafter.

WITNESSES:

GPS Civil Construction, Inc., a Florida corporation

First Witness Signature Above, Printed Name Below:

By: _____
Greg Schlaffer, President

Date: _____, 2020

Second Witness Signature Above, Printed Name Below:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was sworn to and acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by Greg Schlaffer, President of GPC Civil Construction, a Florida corporation, named in the foregoing Agreement, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest: _____
Robin L. Fenwick, MMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

Exhibit "A"

Lots 6 thru 27, inclusive, Block 1, Ridgewood Heights Estates Port Orange, and North 5 feet of Westerly 50 feet of vacated Fairmont per Resolution No 74-5 per Official Records Book 1727, Page 571, South of Lots 15 and 16 per Official Records Book 3261, Page 1273, all in Public Records, Volusia County, Florida.

Parcel No. 6310-17-01-0060

EXHIBIT "B"

TEMPORARY LICENSE AGREEMENT FOR CONSTRUCTION LAYDOWN

THIS LICENSE AGREEMENT ("Agreement") is made and entered into to be effective as of the 29 day of APRIL, 2019, by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129 and **GPS Civil Construction, Inc.**, a Florida corporation, 939 S. Ridgewood Avenue, Daytona Beach, FL 32114 ("GPS").

RECITALS

WHEREAS, City owns that certain property at the corner of Lafayette Street and White Place, Port Orange, Florida sometimes being identified **White Place Park**, more specifically described in **Exhibit "A"** attached and made a part hereof ("White Place Property"); and

WHEREAS, GPS on behalf of Florida Department of Transportation ("FDOT") is engaged in the repair and replacement of broken concrete panels within the U.S. 1 Highway from Fleming Avenue on the south end to Reed Canal on the north end ("Project"); and

WHEREAS, GPS requires certain space to perform work and access for construction vehicles to be used during construction of the Project and the placement, location and temporary storage of construction equipment and materials for the Project; and

WHEREAS, City is willing to grant to GPS a temporary license over certain portions of the White Place Property, graphically depicted in **Exhibit "B"**, attached hereto and made a part hereof by reference ("Laydown Area") for the purpose of placement, location and temporary storage of construction equipment and materials for the Project; and

WHEREAS, City and GPS will enter into this Agreement regarding the White Place Property on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are acknowledged, City and GPS hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true, correct and are incorporated into and made a part of this Agreement as if fully set forth herein.
2. **Grant of License.** Subject to the terms and conditions set forth in this Agreement, City hereby grants to GPS, its agent and employees, a temporary license to access and use the Laydown Area ("License") for the purpose of staging construction vehicles and placing, locating, maneuvering, and storing construction equipment and material as needed in completing the maintenance and repair of the Project ("Permitted Uses").
3. **Term of License.** The term of this License shall begin on April 26, 2019 ("Commencement Date") and end on January 25, 2020 ("Expiration Date"). The time period between the Commencement Date and the Expiration Date is sometimes herein referred to as the "Term". To the

extent authorized in this License the Term may be extended or terminated by such things as the *Mutual Right to Terminate License For Convenience* described in **Section 8**.

4. Use of Laydown Area. GPS agrees to use the Laydown Area for the Permitted Uses only, and for no other uses or purposes All activities undertaken in connection with the Permitted Uses shall fully comply with applicable laws, ordinances, and regulations, including laws, ordinances, and regulations relating to safety.

5. Consideration for the License. In exchange for City granting GPS the License, and subject to the terms and conditions set forth in this Agreement, GPS agrees to provide the following:

- A. Import and spread approximately 400 cubic yards (22 truckloads) of fill material and will spread said fill in low lying areas of the Laydown Area. (\$6,000.00 value)
- B. Demolish and remove 2 existing light poles, to be designated by the Parks and Recreations Director. (\$2,000.00 value)
- C. Roll up and remove the outfield fencing. GPS further agrees to store said fencing in a place accessible by the City for future use. (\$1,500.00 value)
- D. Payment to the City of Five Hundred and NO/100 Dollars (\$500.00) per month for the term of this License, due on or before the first of each month, being late after the fifth, totaling payments in the amount of Four Thousand Five Hundred and NO/100 Dollars (\$4,500.00).
- E. The total value of consideration to the City is Fourteen Thousand and NO/100 Dollars (\$14,000.00).

6. Conditions of the License.

- A. City's grant of the License is specifically conditioned on compliance by GPS, its officials, agents, subcontractors, and employees during the entire term of this Agreement with the following conditions. GPS, its officials, agents, subcontractors, and employees shall:
 - (1) Lawfully utilize heavy equipment in a way so as to avoid activation and use of the back-up alarms pursuant to the days and hours listed in Section 42-81(8), Code of Ordinances, City of Port Orange, Florida.
 - (2) Relocate equipment as needed for City access to adjoining drainage facilities for maintenance and repair purposes.
 - (3) Secure all necessary permits required by law, specifically including a Change of Grade permit.
 - (4) Act in accordance with the requirements set forth in the **Change of Grade Permit No. 19-2104** issued by City of Port Orange, made a part of this Agreement by reference.
 - (5) Prevent stockpiles of dirt and apply hydroseed or use an alternative permitted method to minimize dirt and dust.
- B. If City determines that GPS has failed to comply with any of the above described conditions, or with its consideration obligations set forth in Section 5. herein, City may terminate the License immediately upon written notice and the failure of GPS to cure the default within twenty-four (24) hours from the date of the notice.

7. No Liens Against City Property. GPS acknowledges that under Florida law, City property including but not limited to the White Place Property is not subject to Florida's Construction Lien Law.
8. Right to Terminate License for Convenience. Notwithstanding anything to the contrary otherwise stated in this License, either party, for its convenience and any or no reason, may upon thirty (30) calendar days prior written notice to the other terminate this License, without liability, the same as if the termination date contained in the notice were the final Expiration Date of this License.
9. Repairs and Maintenance. GPS shall be solely responsible for the cleaning, repair, and maintenance of the White Place Property. GPS shall secure the White Place Property with perimeter fencing, screen the sides facing the road, and maintain the White Place Property in a good, safe and sanitary condition throughout the term of the License.
10. Surrender of White Place Property. Upon the expiration or termination of this License, GPS shall surrender the White Place Property to City, leveling the ground, removing all debris, including surface rocks and gravel, and laying sod or seed as described in this section 10. Further, GPS agrees it shall have removed all of its equipment, machinery, vehicles, and material from the Laydown Area and shall have restored the Laydown Area to no worse condition that it was in immediately prior to GPS's possession thereof. This provision shall survive the expiration or earlier termination of the License.
11. City Inspection. City may conduct inspections of the White Place Property as City determines, upon twenty-four (24) prior notice. GPS shall have thirty (30) days from its receipt of a list of any deficiencies within which to correct them. If GPS fails after thirty (30) days thereafter (or such shorter period as may be required in an emergency) to any maintenance or repairs required by City, City may elect to make any corrections or address any maintenance deficiencies and charge GPS. Any repairs, replacements or maintenance shall be performed in a good and workmanlike manner.
12. Utilities. GPS shall arrange and pay for the installation and cost of all needed utilities for the White Place Property.
13. Signage. GPS shall not install signage within the White Place Property without the prior, written consent of the City. All signage is subject to the sign regulations of City and the Downtown Development Board (DDB) (if applicable). Since the White Place Property is public property owned by City, political campaign signs are prohibited on the White Place Property pursuant to Section 64.252 of the Code.
14. Hazardous Materials. GPS shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials. GPS shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials nor allow to be brought onto the White Place Property, any such materials or substances. Use in the ordinary course of GPS's business, may only occur after written notice is given to City of the identity of such substances or materials and the City has provided written approval. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as

amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by GPS to City upon demand as additional charges if such requirement applies to the White Place Property. In addition, GPS shall execute affidavits, representations and the like from time to time at City's request concerning GPS's best knowledge and belief regarding the presence of hazardous substances or materials on the White Place Property. In all events, GPS shall indemnify City in the manner elsewhere provided in this License from any release of hazardous materials on the White Place Property occurring while GPS is in possession, or elsewhere if caused by GPS or persons acting under GPS. This provision shall survive the expiration or earlier termination of the License.

15. Default.

A. GPS Events of Default. The occurrence of one or more of the following by GPS shall constitute a GPS Event of Default under this License:

- (1) Failure to make any payment required of GPS hereunder, within fifteen (15) days after written notice that it is due; or
- (2) Failure to perform any other covenant contained herein, except Subsection (3) herein, on its part to be observed, for fifteen (15) days after receipt of written notice from City to GPS of such breach; provided, however, that if the nature of GPS's noncompliance is such that more than fifteen (15) days are reasonably required for its cure, GPS shall not be deemed to be in default if GPS commenced such cure within the fifteen (15) day period and thereafter diligently pursued such cure to completion within forty-five (45) days after transmittal of the notice of default.
- (3) Failure to perform compliance with Section 6.A. of this Agreement, on its part to be observed and documented, with a warning notice issued by Community Development Building Division or other City representative, and then a subsequent "Stop Work Order" will be issued until remedied.

B. Default Remedies Against GPS. In the event GPS fails to cure a GPS Event of Default within any applicable time period, without further notice City may elect to take any one or more of the following actions:

- (1) Terminate this License and enter into the White Place Property, or any part thereof, pursuant to and in accordance with applicable law and expel GPS, or any person occupying the same, and repossess and enjoy the White Place Property;
- (2) Declare the entire balance of sums due and payable forthwith and maintain any applicable proceeding for the recovery of such sums due, with or without notice, or seek such other remedies as may be necessary to secure the relief sought; and
- (3) Exercise in addition to the foregoing, any and all other rights and remedies available according to the laws of the State of Florida.

C. City Events of Default. It shall be a "City Event Of Default" should City fail to perform any material covenant contained herein on its part to be observed, for fifteen (15) days after receipt of written notice from GPS of such breach; provided, however, if the nature of City's noncompliance is such that more than fifteen (15) days are reasonably required for its cure, City shall not be deemed to be in default if City commenced such cure

immediately and thereafter diligently pursues such cure to completion within forty-five (45) days after transmittal of the notice of default.

- D. Default Remedies against City. Should City fail to cure a City Event of Default within any applicable time period without further notice, GPS may elect to take either of the actions in the following subsections and no other remedies shall be available against City for a City Event of Default or termination of this License:

- (1) Terminate this License and vacate the White Place Property, which shall be completed in the same manner as if the Term had expired on the date of GPS's notice of termination provided to City; or
- (2) File an action for specific performance of this License.

16. Indemnification. GPS shall indemnify, defend, save and hold harmless City, its elected and appointed officials, officers, agents, councils, departments, boards, employees, successors and assigns (herein referred to as "Indemnified Parties") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (herein referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GPS or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to GPS's occupancy and use of the White Place Property. It is the specific intention of the parties that the Indemnified Parties shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnified Parties, be indemnified by GPS from and against any and all claims.

17. Insurance.

- A. GPS, at its own expense, shall keep in force and at all times maintain during the term of this License the following types and amounts of insurance:

(1) **Commercial General Liability Insurance:**

Commercial General Liability with limits of not less than **One Million and NO/100 Dollars (\$1,000,000.00)** combined single limit per occurrence, for Bodily Injury (BI) and Property Damage (PD).

(2) **Workers' Compensation/Employer Liability Insurance:**

Full and complete Workers' Compensation Coverage as required by State of Florida law.

- B. City shall be named as an additional insured on each policy required hereunder, except worker's compensation.
- C. GPS shall provide City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof on an annual basis in a form(s) reasonably acceptable to City.
- D. City reserves the right to modify any aspect of the insurance requirements,

including the addition of new types of coverage, as the result of reasonable and prudent risk management review of the activities upon or associated with the White Place Property.

E. City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the effective date of such action.

F. All insurance policies shall be primary and issued by companies with a Financial Rating of "A-" or better and a Financial Size Category of "Class V" or higher according to the most current edition of Best's Insurance Reports, who are licensed and authorized to do business under the laws of the State of Florida.

G. City may waive or amend the insurance coverage requirements contained herein.

18. Sovereign Immunity. City is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of City beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of City's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall City be liable to GPS (or any person or entity claiming under or through GPS) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits set forth in Section 768.28 of the Florida Statutes which limits shall be applicable to all manner of claims against City related to this Agreement.

19. Compliance with Laws, Rules and Regulations.

A. GPS shall comply with all applicable present and future federal, state, and local laws, ordinances, rules, and regulations relating to the operation of its business on the White Place Property pursuant to this License, including, but not limited to, Health Department regulations, the Florida Building Code (FBC), the Americans With Disabilities Act (ADA), City Code, City Policies and Procedures. In addition, GPS shall, at its expense, obtain and maintain in its name all licenses and permits required for the operation of its business on the White Place Property. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with the foregoing shall be GPS's responsibility.

B. City shall comply with all applicable laws, rules and regulations imposed upon it as the owner of the White Place Property.

20. Advertising/Promotion/Marketing. GPS shall not use City's name or logo in advertising without City's prior, written consent.

21. Notices. Any notice required or permitted to be given under this License shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed to

have been delivered and received on the earlier of the date actually received (by whatever means sent, including means not authorized by this article) or on the date of transmittal by telecopier, or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. If any communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given. Addresses for delivery of notice shall be as follows:

If to City, to: Parks and Recreation Department
 ATTN: Susan Lovallo
 City of Port Orange
 1000 City Center Circle
 Port Orange, Florida 32129
 Phone No. 386-506-5860

With a copy to: City Clerk
 City of Port Orange
 1000 City Center Circle
 Port Orange, Florida 32129

If to GPS, to: GPS Companies, Inc.
 939 S. Ridgewood Avenue
 Daytona Beach, FL 32114
 Attn: Greg Schlaffer
 Phone No. 386-872-5811

22. Transfer Prohibited. Neither GPS nor GPS's legal representatives, successors in interest by operation of law, or otherwise may effectuate a Transfer of this License, without City's prior, written consent. For purposes of this License, "Transfer" shall mean assign in whole or in part this License or allow to occur a change of control of GPS including but limited to how it is operated.

23. Transfer of City's Interest. In the event of any transfer of City's interest in the White Place Property, City shall be automatically relieved of any and all obligations and liabilities on the part of City accruing from and after the date of such transfer.

24. Liens. GPS shall insure that no liens or claims of liens are recorded against either the White Place Property or GPS's Licensehold interest therein, and the recording of a lien or claim of lien, unless removed within thirty (30) days of filing by payment or transfer to a bond, shall be a default by GPS of this License, at City's election.

25. Unlawful Discrimination. GPS, for itself, its successors and assigns, covenants and agrees: (a) no person on the grounds of race, color, national origin, age or any other legally protected class shall be excluded from the furnishing or receipt of services, participation in, denial of benefits or be otherwise subject to discrimination in the use of the White Place Property. In the construction of any improvements on, over or under the White Place Property, no person on the grounds of race, color, national origin or any other legally protected class shall be excluded from participation therein.

26. Relationship of the Parties. The relationship between the parties hereto is solely that of landlord and tenant and nothing contained herein shall constitute or be construed as establishing any other relationship between the parties, including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other to use the name of the other in connection with the construction, maintenance or operation of the White Place Property, except as otherwise specifically provided herein.

27. Authority. Each signatory to this License on behalf of the party for whom it is executing this License represents and warrants to all other signatories and parties executing this License that such signatory is duly authorized to execute and deliver this License on behalf of such entity and that no other person or organization is required to join in or sign this License, in order to bind the party on whose behalf such person(s) signs this document. If requested by any party, the requested party agrees to deliver to all others evidence of such authority satisfactory to all others. Each party represents and warrants to the other that the execution and performance of this License by each party has been duly authorized by all applicable laws and regulations and all necessary corporate/company action, and this License constitutes the valid and binding obligation of such party, enforceable in accordance with its terms.

28. Construction of Agreement. Whenever the context of this License so requires or admits, words in the neuter gender include the masculine and the feminine; and singular; the word "person" includes a corporation, partnership, or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provision either in favor of or against such party.

29. Waiver. Failure on the part of either City or GPS to complain of any act or failure to act on the part of the other shall never be a waiver of any respective rights hereunder; however, the foregoing shall not apply to provisions of this License, where a right of GPS is dependent upon notice to be given within a specified period. Further, no waiver at any time of any of the provisions hereof by City or GPS shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by GPS or acceptance by City, of a lesser amount than shall be due from GPS to City shall be treated otherwise than as a payment on account. The acceptance by City of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and City may accept such check without prejudice to any other rights or remedies which City may have against GPS.

30. Severability. If any term or provision of this License, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

31. Entire Agreement. This License constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings between the parties.

32. Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the successors and assigns, respectively, of City and GPS. Reference to “successors and assigns” of GPS is not intended to constitute City's consent to a transfer, but has reference only to those instances in which City may give consent to a transfer.
33. Attorneys’ Fees, Expenses and Other Costs. The prevailing party in any dispute arising out of or in any manner relating to this License shall be entitled to recover from the other party reasonable attorneys' fees and costs for all pre-litigation, trial, appellate and bankruptcy proceedings, which shall be enforceable whether or not such action is prosecuted to judgment.
34. Section Titles, Interpretation. The titles to the sections contained in this License are for convenience and reference only.
35. Recording. GPS agrees not to record this License or a memorandum thereof in the Public Records of Volusia County, FL.
36. Venue. This License shall be construed in accordance with the laws of the State of Florida. The location for the settlement of any disputes arising out of this License shall be Volusia County, Florida.
37. Jury Waiver; Counterclaims. GPS and City waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this License. GPS further waives the right to interpose any permissive counterclaim of any nature in any action to obtain possession of the White Place Property.
38. Ratification. This License Agreement shall be subject to ratification by City Council on or before May 7th City Council meeting.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Andra Sylvester
Printed Name: ANDRA SYLVESTER

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Andra Sylvester
Printed Name: ANDRA SYLVESTER

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

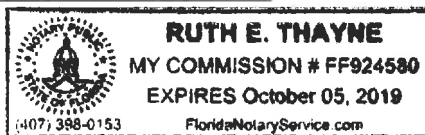
By: Donald O. Burnette
Donald O. Burnette, Mayor

Attest: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of April, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☒ is personally known to me, or ☐ has produced _____ as identification.

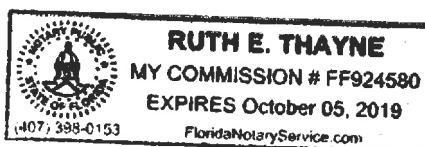


Ruth E. Thayne
Notary Public, State of Florida at Large
Printed name, commission and expiration:

RUTH E. THAYNE

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of April, 2019, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☒ is personally known to me, or ☐ has produced _____ as identification.



Ruth E. Thayne
Notary Public, State of Florida at Large
Printed name, commission and expiration:

RUTH E. THAYNE

WITNESSES:

James Hann
Printed Name: JAMES HANN
Scott Lorenz
Printed Name: SCOTT LORENZ

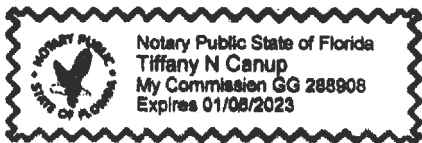
LICENSEE:

GPS Civil Construction, Inc., a Florida corporation

By: [Signature]
Greg Schlaffer, President
Date: 4/29/2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of April, 2019, by GREG SCHLAFFER, as PRESIDENT of GPS Civil Construction, Inc., who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☒ is personally known to me, or ☐ has produced _____ as identification.



[Signature]
Notary Public, State of Florida at Large
Printed name, commission and expiration:
Tiffany N. Canup
GG 288908
1/8/2023

Exhibit "A"

Lots 6 thru 27, inclusive, Block 1, Ridgewood Heights Estates Port Orange, and North 5 feet of Westerly 50 feet of vacated Fairmont per Resolution No 74-5 per Official Records Book 1727, Page 571, South of Lots 15 and 16 per Official Records Book 3261, Page 1273, all in Public Records, Volusia County, Florida. .

Parcel No. 6310-17-01-0060

EXHIBIT "B"

EXHIBIT "B"



TEMPORARY LICENSE AGREEMENT FOR CONSTRUCTION LAYDOWN

THIS LICENSE AGREEMENT ("Agreement") is made and entered into to be effective as of the 29 day of APRIL, 2019, by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129 and **GPS Civil Construction, Inc.**, a Florida corporation, 939 S. Ridgewood Avenue, Daytona Beach, FL 32114 ("GPS").

RECITALS

WHEREAS, City owns that certain property at the corner of Lafayette Street and White Place, Port Orange, Florida sometimes being identified **White Place Park**, more specifically described in **Exhibit "A"** attached and made a part hereof ("White Place Property"); and

WHEREAS, GPS on behalf of Florida Department of Transportation ("FDOT") is engaged in the repair and replacement of broken concrete panels within the U.S. 1 Highway from Fleming Avenue on the south end to Reed Canal on the north end ("Project"); and

WHEREAS, GPS requires certain space to perform work and access for construction vehicles to be used during construction of the Project and the placement, location and temporary storage of construction equipment and materials for the Project; and

WHEREAS, City is willing to grant to GPS a temporary license over certain portions of the White Place Property, graphically depicted in **Exhibit "B"**, attached hereto and made a part hereof by reference ("Laydown Area") for the purpose of placement, location and temporary storage of construction equipment and materials for the Project; and

WHEREAS, City and GPS will enter into this Agreement regarding the White Place Property on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are acknowledged, City and GPS hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true, correct and are incorporated into and made a part of this Agreement as if fully set forth herein.
2. **Grant of License.** Subject to the terms and conditions set forth in this Agreement, City hereby grants to GPS, its agent and employees, a temporary license to access and use the Laydown Area ("License") for the purpose of staging construction vehicles and placing, locating, maneuvering, and storing construction equipment and material as needed in completing the maintenance and repair of the Project ("Permitted Uses").
3. **Term of License.** The term of this License shall begin on April 26, 2019 ("Commencement Date") and end on January 25, 2020 ("Expiration Date"). The time period between the Commencement Date and the Expiration Date is sometimes herein referred to as the "Term". To the

extent authorized in this License the Term may be extended or terminated by such things as the *Mutual Right to Terminate License For Convenience* described in **Section 8**.

4. Use of Laydown Area. GPS agrees to use the Laydown Area for the Permitted Uses only, and for no other uses or purposes. All activities undertaken in connection with the Permitted Uses shall fully comply with applicable laws, ordinances, and regulations, including laws, ordinances, and regulations relating to safety.

5. Consideration for the License. In exchange for City granting GPS the License, and subject to the terms and conditions set forth in this Agreement, GPS agrees to provide the following:

- A. Import and spread approximately 400 cubic yards (22 truckloads) of fill material and will spread said fill in low lying areas of the Laydown Area. (\$6,000.00 value)
- B. Demolish and remove 2 existing light poles, to be designated by the Parks and Recreations Director. (\$2,000.00 value)
- C. Roll up and remove the outfield fencing. GPS further agrees to store said fencing in a place accessible by the City for future use. (\$1,500.00 value)
- D. Payment to the City of Five Hundred and NO/100 Dollars (\$500.00) per month for the term of this License, due on or before the first of each month, being late after the fifth, totaling payments in the amount of Four Thousand Five Hundred and NO/100 Dollars (\$4,500.00).
- E. The total value of consideration to the City is Fourteen Thousand and NO/100 Dollars (\$14,000.00).

6. Conditions of the License.

A. City's grant of the License is specifically conditioned on compliance by GPS, its officials, agents, subcontractors, and employees during the entire term of this Agreement with the following conditions. GPS, its officials, agents, subcontractors, and employees shall:

- (1) Lawfully utilize heavy equipment in a way so as to avoid activation and use of the back-up alarms pursuant to the days and hours listed in Section 42-81(8), Code of Ordinances, City of Port Orange, Florida.
- (2) Relocate equipment as needed for City access to adjoining drainage facilities for maintenance and repair purposes.
- (3) Secure all necessary permits required by law, specifically including a Change of Grade permit.
- (4) Act in accordance with the requirements set forth in the **Change of Grade Permit No. 19-2104** issued by City of Port Orange, made a part of this Agreement by reference.
- (5) Prevent stockpiles of dirt and apply hydroseed or use an alternative permitted method to minimize dirt and dust.

B. If City determines that GPS has failed to comply with any of the above described conditions, or with its consideration obligations set forth in Section 5. herein, City may terminate the License immediately upon written notice and the failure of GPS to cure the default within twenty-four (24) hours from the date of the notice.

7. No Liens Against City Property. GPS acknowledges that under Florida law, City property including but not limited to the White Place Property is not subject to Florida's Construction Lien Law.
8. Right to Terminate License for Convenience. Notwithstanding anything to the contrary otherwise stated in this License, either party, for its convenience and any or no reason, may upon thirty (30) calendar days prior written notice to the other terminate this License, without liability, the same as if the termination date contained in the notice were the final Expiration Date of this License.
9. Repairs and Maintenance. GPS shall be solely responsible for the cleaning, repair, and maintenance of the White Place Property. GPS shall secure the White Place Property with perimeter fencing, screen the sides facing the road, and maintain the White Place Property in a good, safe and sanitary condition throughout the term of the License.
10. Surrender of White Place Property. Upon the expiration or termination of this License, GPS shall surrender the White Place Property to City, leveling the ground, removing all debris, including surface rocks and gravel, and laying sod or seed as described in this section 10. Further, GPS agrees it shall have removed all of its equipment, machinery, vehicles, and material from the Laydown Area and shall have restored the Laydown Area to no worse condition that it was in immediately prior to GPS's possession thereof. This provision shall survive the expiration or earlier termination of the License.
11. City Inspection. City may conduct inspections of the White Place Property as City determines, upon twenty-four (24) prior notice. GPS shall have thirty (30) days from its receipt of a list of any deficiencies within which to correct them. If GPS fails after thirty (30) days thereafter (or such shorter period as may be required in an emergency) to any maintenance or repairs required by City, City may elect to make any corrections or address any maintenance deficiencies and charge GPS. Any repairs, replacements or maintenance shall be performed in a good and workmanlike manner.
12. Utilities. GPS shall arrange and pay for the installation and cost of all needed utilities for the White Place Property.
13. Signage. GPS shall not install signage within the White Place Property without the prior, written consent of the City. All signage is subject to the sign regulations of City and the Downtown Development Board (DDB) (if applicable). Since the White Place Property is public property owned by City, political campaign signs are prohibited on the White Place Property pursuant to Section 64.252 of the Code.
14. Hazardous Materials. GPS shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials. GPS shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials nor allow to be brought onto the White Place Property, any such materials or substances. Use in the ordinary course of GPS's business, may only occur after written notice is given to City of the identity of such substances or materials and the City has provided written approval. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as

amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by GPS to City upon demand as additional charges if such requirement applies to the White Place Property. In addition, GPS shall execute affidavits, representations and the like from time to time at City's request concerning GPS's best knowledge and belief regarding the presence of hazardous substances or materials on the White Place Property. In all events, GPS shall indemnify City in the manner elsewhere provided in this License from any release of hazardous materials on the White Place Property occurring while GPS is in possession, or elsewhere if caused by GPS or persons acting under GPS. This provision shall survive the expiration or earlier termination of the License.

15. Default.

- A. GPS Events of Default. The occurrence of one or more of the following by GPS shall constitute a GPS Event of Default under this License:

- (1) Failure to make any payment required of GPS hereunder, within fifteen (15) days after written notice that it is due; or
- (2) Failure to perform any other covenant contained herein, except Subsection (3) herein, on its part to be observed, for fifteen (15) days after receipt of written notice from City to GPS of such breach; provided, however, that if the nature of GPS's noncompliance is such that more than fifteen (15) days are reasonably required for its cure, GPS shall not be deemed to be in default if GPS commenced such cure within the fifteen (15) day period and thereafter diligently pursued such cure to completion within forty-five (45) days after transmittal of the notice of default.
- (3) Failure to perform compliance with Section 6.A. of this Agreement, on its part to be observed and documented, with a warning notice issued by Community Development Building Division or other City representative, and then a subsequent "Stop Work Order" will be issued until remedied.

- B. Default Remedies Against GPS. In the event GPS fails to cure a GPS Event of Default within any applicable time period, without further notice City may elect to take any one or more of the following actions:

- (1) Terminate this License and enter into the White Place Property, or any part thereof, pursuant to and in accordance with applicable law and expel GPS, or any person occupying the same, and repossess and enjoy the White Place Property;
- (2) Declare the entire balance of sums due and payable forthwith and maintain any applicable proceeding for the recovery of such sums due, with or without notice, or seek such other remedies as may be necessary to secure the relief sought; and
- (3) Exercise in addition to the foregoing, any and all other rights and remedies available according to the laws of the State of Florida.

- C. City Events of Default. It shall be a "City Event Of Default" should City fail to perform any material covenant contained herein on its part to be observed, for fifteen (15) days after receipt of written notice from GPS of such breach; provided, however, if the nature of City's noncompliance is such that more than fifteen (15) days are reasonably required for its cure, City shall not be deemed to be in default if City commenced such cure

immediately and thereafter diligently pursues such cure to completion within forty-five (45) days after transmittal of the notice of default.

- D. Default Remedies against City. Should City fail to cure a City Event of Default within any applicable time period without further notice, GPS may elect to take either of the actions in the following subsections and no other remedies shall be available against City for a City Event of Default or termination of this License:

- (1) Terminate this License and vacate the White Place Property, which shall be completed in the same manner as if the Term had expired on the date of GPS's notice of termination provided to City; or
- (2) File an action for specific performance of this License.

16. Indemnification. GPS shall indemnify, defend, save and hold harmless City, its elected and appointed officials, officers, agents, councils, departments, boards, employees, successors and assigns (herein referred to as "Indemnified Parties") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (herein referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GPS or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to GPS's occupancy and use of the White Place Property. It is the specific intention of the parties that the Indemnified Parties shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnified Parties, be indemnified by GPS from and against any and all claims.

17. Insurance.

- A. GPS, at its own expense, shall keep in force and at all times maintain during the term of this License the following types and amounts of insurance:

(1) **Commercial General Liability Insurance:**

Commercial General Liability with limits of not less than **One Million and NO/100 Dollars (\$1,000,000.00)** combined single limit per occurrence, for Bodily Injury (BI) and Property Damage (PD).

(2) **Workers' Compensation/Employer Liability Insurance:**

Full and complete Workers' Compensation Coverage as required by State of Florida law.

- B. City shall be named as an additional insured on each policy required hereunder, except worker's compensation.
- C. GPS shall provide City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof on an annual basis in a form(s) reasonably acceptable to City.
- D. City reserves the right to modify any aspect of the insurance requirements,

including the addition of new types of coverage, as the result of reasonable and prudent risk management review of the activities upon or associated with the White Place Property.

E. City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the effective date of such action.

F. All insurance policies shall be primary and issued by companies with a Financial Rating of "A-" or better and a Financial Size Category of "Class V" or higher according to the most current edition of Best's Insurance Reports, who are licensed and authorized to do business under the laws of the State of Florida.

G. City may waive or amend the insurance coverage requirements contained herein.

18. Sovereign Immunity. City is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of City beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of City's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall City be liable to GPS (or any person or entity claiming under or through GPS) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits set forth in Section 768.28 of the Florida Statutes which limits shall be applicable to all manner of claims against City related to this Agreement.

19. Compliance with Laws, Rules and Regulations.

A. GPS shall comply with all applicable present and future federal, state, and local laws, ordinances, rules, and regulations relating to the operation of its business on the White Place Property pursuant to this License, including, but not limited to, Health Department regulations, the Florida Building Code (FBC), the Americans With Disabilities Act (ADA), City Code, City Policies and Procedures. In addition, GPS shall, at its expense, obtain and maintain in its name all licenses and permits required for the operation of its business on the White Place Property. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with the foregoing shall be GPS's responsibility.

B. City shall comply with all applicable laws, rules and regulations imposed upon it as the owner of the White Place Property.

20. Advertising/Promotion/Marketing. GPS shall not use City's name or logo in advertising without City's prior, written consent.

21. Notices. Any notice required or permitted to be given under this License shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed to

have been delivered and received on the earlier of the date actually received (by whatever means sent, including means not authorized by this article) or on the date of transmittal by telecopier, or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. If any communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given. Addresses for delivery of notice shall be as follows:

If to City, to: Parks and Recreation Department
 ATTN: Susan Lovallo
 City of Port Orange
 1000 City Center Circle
 Port Orange, Florida 32129
 Phone No. 386-506-5860

With a copy to: City Clerk
 City of Port Orange
 1000 City Center Circle
 Port Orange, Florida 32129

If to GPS, to: GPS Companies, Inc.
 939 S. Ridgewood Avenue
 Daytona Beach, FL 32114
 Attn: Greg Schlaffer
 Phone No. 386-872-5811

22. Transfer Prohibited. Neither GPS nor GPS's legal representatives, successors in interest by operation of law, or otherwise may effectuate a Transfer of this License, without City's prior, written consent. For purposes of this License, "Transfer" shall mean assign in whole or in part this License or allow to occur a change of control of GPS including but limited to how it is operated.

23. Transfer of City's Interest. In the event of any transfer of City's interest in the White Place Property, City shall be automatically relieved of any and all obligations and liabilities on the part of City accruing from and after the date of such transfer.

24. Liens. GPS shall insure that no liens or claims of liens are recorded against either the White Place Property or GPS's Licensehold interest therein, and the recording of a lien or claim of lien, unless removed within thirty (30) days of filing by payment or transfer to a bond, shall be a default by GPS of this License, at City's election.

25. Unlawful Discrimination. GPS, for itself, its successors and assigns, covenants and agrees: (a) no person on the grounds of race, color, national origin, age or any other legally protected class shall be excluded from the furnishing or receipt of services, participation in, denial of benefits or be otherwise subject to discrimination in the use of the White Place Property. In the construction of any improvements on, over or under the White Place Property, no person on the grounds of race, color, national origin or any other legally protected class shall be excluded from participation therein.

26. Relationship of the Parties. The relationship between the parties hereto is solely that of landlord and tenant and nothing contained herein shall constitute or be construed as establishing any other relationship between the parties, including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other to use the name of the other in connection with the construction, maintenance or operation of the White Place Property, except as otherwise specifically provided herein.

27. Authority. Each signatory to this License on behalf of the party for whom it is executing this License represents and warrants to all other signatories and parties executing this License that such signatory is duly authorized to execute and deliver this License on behalf of such entity and that no other person or organization is required to join in or sign this License, in order to bind the party on whose behalf such person(s) signs this document. If requested by any party, the requested party agrees to deliver to all others evidence of such authority satisfactory to all others. Each party represents and warrants to the other that the execution and performance of this License by each party has been duly authorized by all applicable laws and regulations and all necessary corporate/company action, and this License constitutes the valid and binding obligation of such party, enforceable in accordance with its terms.

28. Construction of Agreement. Whenever the context of this License so requires or admits, words in the neuter gender include the masculine and the feminine; and singular; the word "person" includes a corporation, partnership, or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provision either in favor of or against such party.

29. Waiver. Failure on the part of either City or GPS to complain of any act or failure to act on the part of the other shall never be a waiver of any respective rights hereunder; however, the foregoing shall not apply to provisions of this License, where a right of GPS is dependent upon notice to be given within a specified period. Further, no waiver at any time of any of the provisions hereof by City or GPS shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by GPS or acceptance by City, of a lesser amount than shall be due from GPS to City shall be treated otherwise than as a payment on account. The acceptance by City of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and City may accept such check without prejudice to any other rights or remedies which City may have against GPS.

30. Severability. If any term or provision of this License, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

31. Entire Agreement. This License constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings between the parties.

32. Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the successors and assigns, respectively, of City and GPS. Reference to "successors and assigns" of GPS is not intended to constitute City's consent to a transfer, but has reference only to those instances in which City may give consent to a transfer.
33. Attorneys' Fees, Expenses and Other Costs. The prevailing party in any dispute arising out of or in any manner relating to this License shall be entitled to recover from the other party reasonable attorneys' fees and costs for all pre-litigation, trial, appellate and bankruptcy proceedings, which shall be enforceable whether or not such action is prosecuted to judgment.
34. Section Titles, Interpretation. The titles to the sections contained in this License are for convenience and reference only.
35. Recording. GPS agrees not to record this License or a memorandum thereof in the Public Records of Volusia County, FL.
36. Venue. This License shall be construed in accordance with the laws of the State of Florida. The location for the settlement of any disputes arising out of this License shall be Volusia County, Florida.
37. Jury Waiver, Counterclaims. GPS and City waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this License. GPS further waives the right to interpose any permissive counterclaim of any nature in any action to obtain possession of the White Place Property.
38. Ratification. This License Agreement shall be subject to ratification by City Council on or before May 7th City Council meeting.

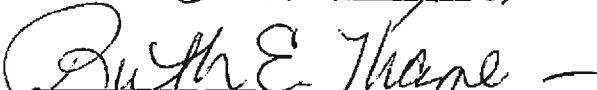
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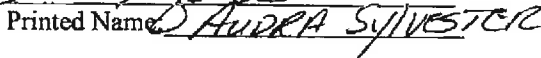
IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:


Printed Name: RUTH E. THAYNE


Printed Name: AUDRA SYLVESTER


Printed Name: RUTH E. THAYNE


Printed Name: AUDRA SYLVESTER

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

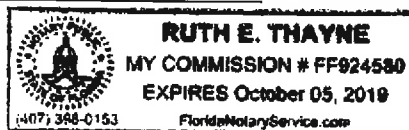
By: 
Donald O. Burnette, Mayor

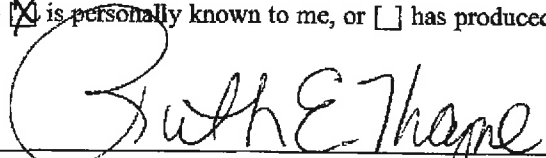
Attest: 
Robin L. Fenwick, CMC, City Clerk



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of April, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☒ is personally known to me, or ☐ has produced _____ as identification.



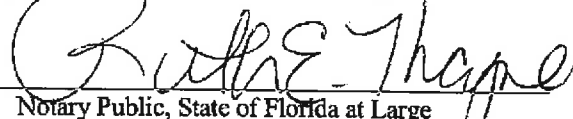

Notary Public, State of Florida at Large
Printed name, commission and expiration:

RUTH E. THAYNE

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29 day of April, 2019, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☒ is personally known to me, or ☐ has produced _____ as identification.




Notary Public, State of Florida at Large
Printed name, commission and expiration:

RUTH E. THAYNE

WITNESSES:

James Hanna
Printed Name: James Hanna

Scott Lorenz
Printed Name: SCOTT LORENZ

LICENSEE:

GPS Civil Construction, Inc., a Florida corporation

By: [Signature]
Greg Schlaffer, President

Date: 4/29/2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of April, 2019, by GREG SCHLAFFER, as PRESIDENT of GPS Civil Construction, Inc., who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☒ is personally known to me, or ☐ has produced _____ as identification.



[Signature]
Notary Public, State of Florida at Large
Printed name, commission and expiration:
Tiffany N. Canup
GG 288908
1/8/2023

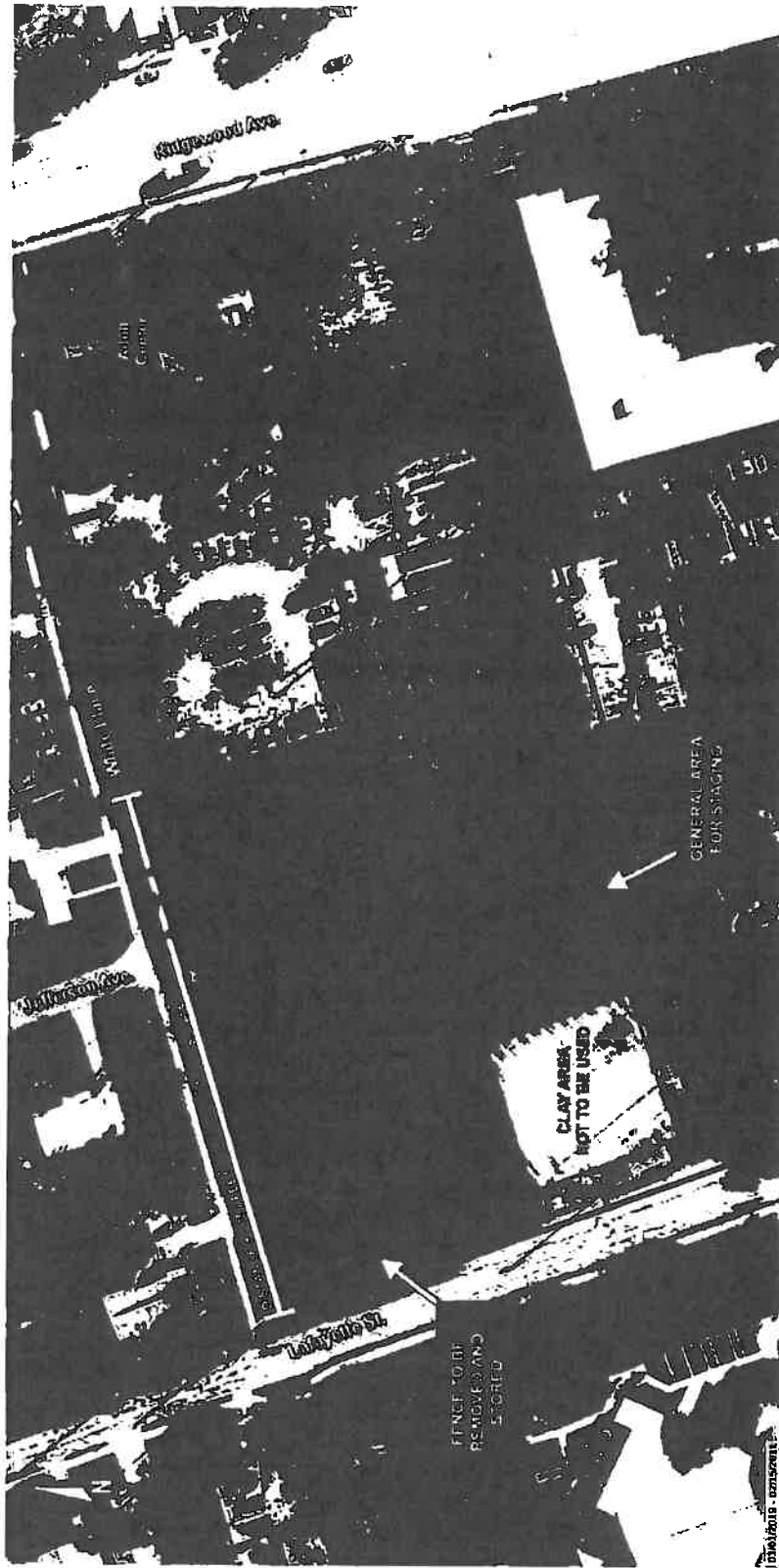
Exhibit "A"

Lots 6 thru 27, inclusive, Block 1, Ridgewood Heights Estates Port Orange, and North 5 feet of Westerly 50 feet of vacated Fairmont per Resolution No 74-5 per Official Records Book 1727, Page 571, South of Lots 15 and 16 per Official Records Book 3261, Page 1273, all in Public Records, Volusia County, Florida.

Parcel No. 6310-17-01-0060

EXHIBIT "B"

EXHIBIT "B"



Lovallo, Susan

From: Greg Schlaffer <greg@gpscivil.com>
Sent: Thursday, January 23, 2020 9:37 AM
To: Lovallo, Susan
Cc: Dallas Moore
Subject: RE: [EXT] RE: [EXT] Re: [EXT] Ballfield Lot Lease

Susan,

We've encountered more weather related delays to our construction contract than originally expected which has pushed out the completion of our project. We currently expect to finish out work sometime mid February with a goal of demobilizing from your property in March. Because of this, we respectfully request use of your property for two additional months. Please let us know if this extension is acceptable.

As previously discussed, we will complete the fence removal, light pole removal, and site restoration during the last two weeks of this period.

Thank you again for the help and working with GPS Civil on this.

Greg Schlaffer
President

GPS CIVIL CONSTRUCTION

Office: (386) 872-5811
Fax: (386) 872-5822
Cell: (386) 316-9314
greg@gpscivil.com

From: Lovallo, Susan <slovallo@port-orange.org>
Sent: Wednesday, January 22, 2020 4:49 PM
To: Greg Schlaffer <greg@gpscivil.com>
Subject: RE: [EXT] RE: [EXT] Re: [EXT] Ballfield Lot Lease

Greg good afternoon, Your contract expires with the city on January 25th. Will you be completed or is a change order for time required? I was notified that we received a \$500 payment which would be above the contract. Thank you

From: Greg Schlaffer <greg@gpscivil.com>
Sent: Monday, April 29, 2019 9:54 AM
To: Lovallo, Susan <slovallo@port-orange.org>
Cc: Rosen, Alan <arosen@port-orange.org>; Johansson, Michael <mjohansson@port-orange.org>; Roberts, Margaret <mroberts@port-orange.org>; Dallas Moore <dallas@gpscivil.com>; Burman, Tim <tburman@port-orange.org>; Fenwick, Robin <rfenwick@port-orange.org>; Ferguson, Bruce <bferguson@port-orange.org>
Subject: [EXT] RE: [EXT] Re: [EXT] Ballfield Lot Lease

Good morning,

Just checking in to check on the status of this. I would like to come by the City this morning to pay the first month lease and to pay for the fill permit.

Thank you



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: No

SUBJECT: (C10) Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: See attached Joint Meeting Guide.

SUMMARY: Chairman Chase Tramont will conduct the joint meeting. Please see attached notice, agenda, and outline for joint meeting.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	2020 Port Orange Property Development Inc.	Port Orange Property Development outline 2020.pdf
2.	DESIGN REVIEW BOARD ANNUAL MTG MINS 3-5-19	DESIGN REVIEW BOARD ANNUAL MTG MINS 3-5-19.docx

Robin Fenwick
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 1/10/2020
Approved - 1/22/2020
Approved - 1/22/2020
Final Approval - 1/23/2020



**NOTICE OF JOINT ANNUAL MEETING
of Members, Directors and Design Review Board Of
PORT ORANGE PROPERTY DEVELOPMENT, INC.,
a Florida Not-for-Profit Corporation.
1000 City Center Circle, Port Orange, Florida**

TO: All Members, Directors, and Design Review Board

Pursuant to the provisions of Article 3.02, Members of the Corporation, and Article 4.03, Board of Directors, of the Bylaws of **PORT ORANGE PROPERTY DEVELOPMENT, INC.**, a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, February 4, 2020, at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members:

1. Roll Call (all members of council)
2. Acceptance of Meeting Notice
3. Approval of Minutes of March 5, 2019 for meeting of the Members and Directors
4. Approval of Minutes of March 5, 2019 for meeting of the Design Review Board
5. Election of the Board of Directors;

Current Board of Directors

Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont
Marilyn Ford

Board of Directors to be elected

Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont
Marilyn Ford

6. Such other business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

Agenda for Meeting of Board of Directors:

7. Election of officers:

Current Officers

Chase Tramont, Chairman
Drew Bastian, Vice Chairman
Scott Stiltner, President
Donald Burnette, Vice President
Marilyn Ford, Secretary
Dr. Scott R. Neils, Treasurer

Nominations for election of officers:

Chairman:	_____
Vice-Chairman:	_____
President:	_____
Vice President:	_____
Secretary:	_____
Treasurer:	Dr. Scott R. Neils

8. Such other business as may be brought before the Board of Directors.

Immediately following the meeting of the Members and the Board of Directors, the Design Review Board shall consider and take action on the following items:

Agenda for Meeting of the Design Review Board:

9. Election of officers:

Current Officers

Chase Tramont, Chairman

Drew Bastian, Vice-Chairman

Nominations for election of officers:

Chairman: _____

Vice-Chairman: _____

10. Such other business as may be brought before the Design Review Board.

DATED: January 22, 2020.

/s/ Robin Fenwick for
Marilyn Ford, Secretary

Copy to: Donald Burnette, Mayor
Drew Bastian, Vice Mayor
Chase Tramont, Councilmember
Scott Stiltner, Councilmember
Marilyn Ford, Councilmember
M. H. Johansson City Manager
Matthew J. Jones, City Attorney

February 4, 2020

Voice vote

C. Do I have a nomination for President?

President: _____

Voice vote

D. Do I have a nomination for Vice President?

Vice President: _____

Voice vote

E. Do I have a nomination for Secretary?

Secretary: _____

Voice vote

**F. Do I have a motion to re-elect the Treasurer currently serving?
Second? Voice vote**

8. Any further business to be brought before the Board of Directors? There being none, we will move on to the business of the Design Review Board.

9. Election of Chairman and Vice Chairman of the Design Review Board:

A. Do I have a nomination to elect the Chairman for the one year term?

_____ as Chairman

Voice vote

B. Do I have a nomination to elect the Vice Chairman for the one year term?

_____ as Vice Chairman

Voice vote

10. Is there any further business of the Design Review Board? There being none, this annual meeting of the Members, Directors and the Design Review Board is adjourned.

PORT ORANGE PROPERTY DEVELOPMENT, INC. and
DESIGN REVIEW BOARD
MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MARCH 5, 2019

THE JOINT ANNUAL MEETING OF MEMBERS, DIRECTORS AND DESIGN REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC., was called to order by Chairman Drew Bastian at 6:34 p.m.

<u>Roll Call:</u>	Present:	Don Burnette Drew Bastian Scott Stiltner Chase Tramont
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

2. Acceptance of meeting notice

Motion to accept the meeting notice was made by Member Burnette and Seconded by Member Tramont. Motion carried unanimously by voice vote.

3. Approval of the Minutes of January 16, 2018 meeting of the Members & Directors

Motion to approve the Minutes of the January 16, 2018 meeting was made by Member Tramont and Seconded by Member Burnette. Motion carried unanimously by roll call vote.

4. Approval of the Minutes of January 16, 2018 meeting of the Design Review Board

Motion to approve the Minutes of the January 16, 2018 Design Review Board meeting was made by Member Burnette and Seconded by Member Tramont. Motion carried unanimously by roll call vote.

5. Election of Board Members

Motion to elect Drew Bastian, Don Burnette, Scott Stiltner, Chase Tramont, and the person elected to Council in the special election on April 30, 2019, with the interim appointment filling the position until the elections was made by Member Tramont and Seconded by Member Burnette. Motion carried unanimously by roll call vote.

6. There was no further business of the Members.

7. Election of Officers of the Board of Directors:

Motion to elect Chase Tramont as Chairman was made by Member Burnette and Seconded by Member Stiltner. Motion carried unanimously by voice vote.

Motion to elect Drew Bastian as Vice-Chairman was made by Member Stiltner and Seconded by Member Burnette. Motion carried unanimously by voice vote.

Motion to elect Scott Stiltner as President was made by Member Burnette and Seconded by Member Tramont. Motion carried unanimously by voice vote.

Motion to elect Don Burnette as Vice President was made by Member Tramont and Seconded by Member Stiltner. Motion carried unanimously by voice vote.

Motion to elect the person elected in the special election on April 30, 2019 as Secretary was made by Member Burnette and Seconded by Member Stiltner. Motion carried unanimously by voice vote.

Motion to elect Dr. Scott R. Neils as Treasurer was made by Member Burnette and Seconded by Member Tramont. Motion carried unanimously by voice vote.

8. New Business – Appointment of Registered Agent

Motion to appoint Dr. Scott R. Neils as Registered Agent effective with the filing of the 2019 annual report was made by Member Tramont and Seconded by Member Burnette.

There was no further business of the Board of Directors.

9. Election of Chairman and Vice Chairman of the Design Review Board:

Motion to elect Chase Tramont as Chairman of the Design Review Board was made by Member Burnette and Seconded by Member Stiltner. Motion carried unanimously by voice vote.

Port Orange Property Development, Inc.
Design Review Board
March 5, 2019
Page 3 of 3

Motion to elect Drew Bastian as Vice-Chairman was made by Member Burnette and Seconded by Member Stiltner. Motion carried unanimously by voice vote.

There being no further business, the meeting was adjourned at 6:41 p.m.

ADJOURNMENT: 6:41 p.m.

Scott Stiltner, President



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: No

SUBJECT: (C11) City Center Corporate Park Property Owner's Association, Inc. Joint Annual Meeting of Members and Directors

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: See attached Joint Meeting Guide.

SUMMARY: President Scott Stiltner will conduct the joint meeting. Please see attached notice, agenda, and outline for the joint meeting.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	City Center Corp Park POA 2020	City Center Corp Park POA Notice 2020.pdf
2.	CITY CTR CORP PARK POA ANNUAL MTG MINS 3-5-19	CITY CTR CORP PARK POA ANNUAL MTG MINS 3-5-19.docx

Robin Fenwick
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 1/10/2020
Approved - 1/22/2020
Approved - 1/22/2020
Final Approval - 1/23/2020



**NOTICE OF JOINT ANNUAL MEETING
Of Members and Directors of
CITY CENTER CORPORATE PARK PROPERTY
OWNERS ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation
1000 City Center Circle, Port Orange, Florida**

TO: All Members and Directors

Pursuant to the provisions of Article 3.01, Members of the Corporation, and Article 7.02, Board of Directors, of the Bylaws of **CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, February 4, 2020 at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members:

- A. Roll Call (all members of Council)
- B. Proof of Notice of Meeting
- C. Approve Minutes of March 5, 2019
- D. Election of the members of the Board of Directors

Current Board Members

Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont
Marilyn Ford

Board Members to be elected

Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont
Marilyn Ford

- E. Such other business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

Agenda for Board of Directors Meeting:

Current Officers (4 year term Jan. 2019-2023)

Chase Tramont, Chairman

Drew Bastian, Vice Chair

Scott Stiltner, President

Donald Burnette, Vice President

Marilyn Ford, Secretary

Dr. Scott R. Neils, Treasurer

A. Such business as may be brought before the Board of Directors.

DATED: January 22, 2020

s/Robin Fenwick for
Marilyn Ford, Secretary

Copy to: Donald Burnette, Mayor
Drew Bastian, Vice Mayor
Chase Tramont, Councilmember
Scott Stiltner, Councilmember
Marilyn Ford, Councilmember
M.H. Johansson, City Manager
Matthew J. Jones, City Attorney

**JOINT ANNUAL MEETING OF MEMBERS AND DIRECTORS OF
CITY CENTER CORPORATE PARK
PROPERTY OWNERS ASSOCIATION, INC.**

February 4, 2020

I call the Annual Joint Meeting of the CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC., to Order.

1. **Roll Call (all members of council):** Donald Burnette, Drew Bastian, Marilyn Ford, Scott Stiltner, and Chase Tramont
2. Do I have a motion to accept the notice of meeting?
Second? Voice vote
3. Do I have a motion to approve the Minutes of the March 5, 2019 meeting?
Second? Voice vote
4. **Election of Board of Directors for the One Year Term:** Don Burnette, Marilyn Ford, Drew Bastian, Scott Stiltner and Chase Tramont

Second? Voice vote
5. Is there any other business to bring before the Members of the corporation?
There being none, we will move on to the business of the Board of Directors.
6. Is there any other business to bring before the Board of Directors of the corporation? There being none, this meeting is adjourned.

JOINT ANNUAL MEETING MINUTES OF
THE CITY CENTER CORPORATE PARK PROPERTY
OWNERS ASSOCIATION
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MARCH 5, 2019

THE JOINT ANNUAL MEETING OF THE CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, was called to order by Drew Bastian, President at 6:41 p.m.

<u>Roll Call:</u>	Present:	Donald Burnette Drew Bastian Scott Stiltner Chase Tramont
	Also Present:	Jake Johansson, City Manager Margaret Roberts, City Attorney Robin Fenwick, City Clerk

Notice of Meeting

Motion to accept the notice of the meeting was made by Member Burnette and Seconded by Member Tramont. Motion carried unanimously by voice vote.

Approval of the Minutes of January 16, 2018

Motion to approve the Minutes of the January 16, 2018 meeting was made by Member Burnette and Seconded by Member Tramont. Motion carried unanimously by roll call vote.

Election of the members of the Board of Directors

Motion to elect the Board of Directors: Chase Tramont, Drew Bastian, Don Burnette, Scott Stiltner, and Jack Wiles was made by Member Tramont and Seconded by Member Burnette. Motion carried unanimously by voice vote.

Election of Officers

Chairman:	<u>Chase Tramont</u>
Vice-Chairman:	<u>Drew Bastian</u>
President:	<u>Scott Stiltner</u>
Vice President:	<u>Don Burnette</u>
Secretary:	<u>District 1 Council person when elected (Jack Wiles as interim)</u>
Treasurer:	<u>Dr. Scott R. Neils</u>

Motion to elect the Officers as listed above was made by Member Burnette and Seconded by Member Tramont. Motion carried unanimously by voice vote.

New Business – Appointment of Registered Agent

Motion to appoint Dr. Scott R. Neils as Registered Agent effective with the filing of the 2019 annual report was made by Member Tramont and Seconded by Member Burnette.

There was no further business of the Members and no public comments.

ADJOURNMENT: 6:43 p.m.

Scott Stiltner, President



PORT ORANGE POLICE DEPARTMENT

4545 CLYDE MORRIS BOULEVARD
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5870
FAX (386) 756-5311
www.port-orange.org

CHIEF THOMAS R. GRIMALDI

Leslie Layton
Communications and Events Manager
Port Orange/S.Daytona Chamber of Commerce
3431 S. Ridgewood Avenue
Port Orange, FL 32129

January 17, 2020

Re: 2019 Police Officer of the Year

Leslie,

Thank you, once again for recognizing our officers and their commitment to our community. The Chamber of Commerce team is a valuable partner to us.

I am honored and proud to announce that the Port Orange Police Officer of the Year for 2019 is Detective Silvio Portillo. Det. Portillo is a U. S. Marine veteran and has been a member of the Port Orange Police Department since 2012. In February 2019, Silvio was assigned to the Detective Division where he immediately made a positive impact and continues to excel, providing exceptional service to our citizens.

Of particular note this past year, on two different occasions, Det. Portillo was able to identify suspicious activity which led him to intense investigations. Subsequent to these investigations, Det. Portillo was able to identify a criminal enterprise operating in Florida and the Southeastern United States in which its members were involved in a lucrative fuel theft ring and credit card ring. Both investigations and subsequent arrests led to the U.S. Secret Service picking up the cases and furthering the investigations.

Det. Portillo's strong investigation skills, his ability to communicate with people, and his overall positive attitude are characteristics that should be emulated by all police officers. He continues to represent the Port Orange Police Department in the most favorable light and embodies the mission of the agency. He is a credit to our agency and the policing profession.

It is with great pride that I present Det. Silvio Portillo as the Port Orange Police Officer of the Year for 2019.

Sincerely,

A handwritten signature in blue ink, which appears to read "Thomas R. Grimaldi".

Thomas R. Grimaldi



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: No

SUBJECT: (G17) Parks & Recreation Advisory Board Appointments (x2)

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to appoint two members to the Parks & Recreation Advisory Board to fill the expiring terms.

SUMMARY: Three terms of the Parks & Recreation Advisory Board members are expiring in February and pursuant to City Ordinance appointments need to be made to fill only two of those spots. The expiring terms are James Richard, Michael Navarra, and Patricia Barraco. All three members have expressed an interest in being re-appointed and continuing their service to the City in this capacity.

The City Clerk's Office has also received an application from Jonathan Foley and Robert Reinhagen for appointment to this Board. Mr. Reinhagen's application is attached for your review as he is not currently serving on any Boards.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Reinhagen, Robert	Reinhagen, Robert.pdf
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Robin Fenwick
Jake Johansson

Created/Initiated - 1/23/2020
Final Approval - 1/24/2020

Field, Shelby

From: noreply@civicplus.com
Sent: Tuesday, July 23, 2019 4:25 PM
To: CityClerk
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Parks and Recreation Board, Town Center Community Redevelopment Agency
Pension Boards*	<i>Field not completed.</i>
Order of Preference	1. Parks and Recreation Board 2. Town Center Community Redevelopment Agency

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Robert
Last Name	Reinhagen
Date of Birth	11/30/1942
Telephone	(386) 756-6844
Email Address	reinhagenr@yahoo.com
Business Telephone	<i>Field not completed.</i>

Are you a registered voter in Port Orange?	Yes
Address	1425 Dexter Drive N., Port Orange, Fl. 32129
City Council District	3
How long have you been a resident of Port Orange?	16 years
Are you currently serving on a City Board?	Yes
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Greg Spradlin, 520 Legume Drive, Port Orange 32127 (386)589-6521
Reference 2	Sarah Jones, 44 Woodfield Drive, Port Orange Fl. 32129 (386) 290-2653
Reference 3	Leandro Barreiro, 719 Palm Circle Drive, Port Orange, Fl. 32127 (386) 295-6395
Education	
High School	Bogota High School, Bogota, NJ
Date Graduated High School	6/15/1960
College	Drew University, Madison, NJ
Date Graduated College	6/15/1969
Degree	Bachelor Degree, Economics Major
Additional Information	
Work Experience	Quality Assurance Specialist Defense Contract Administration Services
Interests / Activities	Bicycling, reading, woodworking, gardening
Community Involvement	attending city events and meetings
Why do you desire to serve on these boards?	I enjoy this city and I want to do my part to help make it an even better place.

I believe that I can listen, study, question and learn, thereby contributing to the process.

Resume / Additional
Information

Field not completed.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign

Robert P. Reinhagen

Date

7/23/2019

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: No

SUBJECT: (H18) Second Reading - Ordinance No. 2020-1 - 16th Amendment to the Countryside Planned Unit Development Master Development Agreement (Case No. 19-40000007)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-1, the 16th Amendment to the Countryside Planned Unit Development Master Development Agreement.

SUMMARY: Planning Commission Action (12/19/19): Recommended Approval

The applicant, requests approval to amend the Master Development Agreement (MDA) for the Countryside Planned Unit Development (PUD). The proposed 16th Amendment to Countryside MDA would only apply to the +/- 1.7-acre property located between Coastal Grill restaurant and Chili's restaurant, south of Dunlawton Avenue and north of Butterfly Boulevard. The uses currently permitted on the subject property include, restaurants, banks, offices, and specialty retail shops, such as a bookstore, florist, jewelry store, and pet store. The proposed 16th Amendment to Countryside MDA is to expand the limited specialty retail shop uses currently permitted on the property and allow all retail sales and services uses as allowed by the Land Development Code (LDC), to assist with the infill redevelopment of the existing multi-tenant building located at 1090 Dunlawton Avenue. If the 16th Amendment is approved, the intent is to build-out a vacant tenant space in the existing multi-tenant building as a medical marijuana dispensary.

In June 2017, the Governor signed into law legislation for uses related to medical marijuana. The state law for medical marijuana preempts local government regulation of medical marijuana treatment centers with dispensing facilities (medical marijuana dispensaries) along with the cultivation and processing of marijuana. Florida Statutes requires that a local government either ban a medical marijuana dispensary or treat them the same as a retail pharmacy. The LDC allows medical marijuana dispensaries anywhere that a retail pharmacy use is allowed (retail sales and services), subject to the 500-foot separation requirement from a public or private elementary, middle, or secondary school as required in Florida Statutes §381.986. As part of the review for the 16th MDA amendment, staff verified that the subject property meets the required 500-foot separation requirement from a public or private elementary school, middle school, or secondary school.

The staff report is attached for more details.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-1 with exhibits	Ord No 2020-1.pdf
2.	Staff Report	CC Staff Report_Countryside PUD 16th Amendment.pdf

Robin Fenwick

Created/Initiated - 1/16/2020

ORDINANCE NO. 2020-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SIXTEENTH AMENDMENT TO THE COUNTRYSIDE PLANNED UNIT DEVELOPMENT MASTER LAND USE PLAN FOR APPROXIMATELY +/-1.7 ACRES LOCATED AT 1090 DUNLAWTON AVENUE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Sixteenth Amendment to the Countryside Master Land Use Plan (now typically referred to as a Master Development Agreement “MDA” and Conceptual Development Plan “CDP”); (hereinafter referred to as the “Sixteenth Amendment”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Sixteenth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding the proposed Sixteenth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Sixteenth Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the Sixteenth Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Sixteenth Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2020

Passed and adopted on second and final reading on the day of _____, 2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit 1

This Instrument Prepared By:
Tara L. Tedrow
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801

THIS SIXTEENTH AMENDMENT TO COUNTRYSIDE PLANNED UNIT DEVELOPMENT MASTER LAND USE PLAN

THIS SIXTEENTH AMENDMENT TO COUNTRYSIDE PLANNED UNIT DEVELOPMENT MASTER LAND USE PLAN (this “Sixteenth Amendment”) is entered into by and between the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (the “City”), and Clermont Synergy, LLC, a Florida limited liability company whose address is 2345 W. Sand Lake Road, Suite 100, Orlando, FL 32809 (the “Owner”), and constitutes the sixteenth amendment to the Countryside Planned Unit Development Agreement.

WHEREAS, the City originally approved the Countryside Planned Unit Development Agreement recorded December 14, 1981, in the Official Records Book 2317, Page 1531, Public Records of Volusia County, Florida which was subsequently amended, most recently in that certain Fifteenth Amendment recorded at Official Records Book 7446, Page 4941, in the Public Records of Volusia County, Florida (collectively, the “PUD Agreement”);

WHEREAS, the Owner is the owner of certain real property (the “Subject Property”) located in Port Orange, Florida more particularly described Exhibit “A” which is the only property affected by this Sixteenth Amendment;

WHEREAS, the PUD Agreement included Exhibit “B”, which contained a list of “Table of Permitted Uses and Dimensional Requirements” outlining those uses permitted in the PUD, including on the Subject Property;

WHEREAS, part of the amendments to the PUD Agreement included that certain Fifth Amendment recorded at Official Records Book 4610, Pages 2384-2394, in the Public Records of Volusia County, Florida, and that certain Seventh Amendment recorded at Official Records Book 4444, Page 2162, in the Public Records of Volusia County, Florida, both of which amended the permitted uses for the PUD as they relate to the Subject Property;

WHEREAS, the Owner desires to amend Exhibit “B” to add Retail Sales and Services, which includes Retail Pharmacy, as permitted uses on the Subject Property;

WHEREAS, the proposed changes are consistent with the City of Port Orange Comprehensive Plan and Land Development Code.

NOW, THEREFORE, the City, and the Owner hereby agree, in consideration of mutual premises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns to the following:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. This Sixteenth Amendment to the PUD Agreement further amends Exhibit “B” “Table of Permitted Uses and Dimensional Requirements” to permit Retail Sales and Services, which includes Retail Pharmacy, as permitted uses on the Subject Property.
3. This Sixteenth Amendment, the PUD Agreement, as previously amended and all applicable City ordinances, resolutions and regulations in effect at the time of development of the Subject Property shall govern the development unless they are in conflict with the terms and provisions of this Amendment. In that event, this Amendment shall control, in case of any conflict between the terms of this Sixteenth Amendment and the exhibits to or terms contained in the PUD Agreement as amended, the terms and exhibits contained in this Sixteenth Amendment shall control. The Owner agrees to be bound by all other applicable City ordinances, resolutions and regulations that are not in conflict with or contrary to the terms and exhibits of this Sixteenth Amendment or the PUD Agreement as amended.
4. This Sixteenth Amendment shall be recorded in the Public Records of Volusia County Florida. The provisions of the Sixteenth Amendment shall inure to the benefit of the parties hereto and the Subject Property, and shall be binding upon any person, firm or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the Subject Property or any portion thereof.
5. In the event of any claim, action, litigation or proceeding under this Sixteenth Amendment, venue shall be in Volusia County, Florida and no other location, and the prevailing party shall be entitled to an award of reasonable attorney’s fees and costs.
6. If any provision of the Sixteenth Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Sixteenth Amendment.
7. This Sixteenth Amendment represents the complete understanding by and between the parties with respect to the development of the Subject Property. All other terms and provisions of the PUD Agreement shall remain in full force and effect to the extent not otherwise modified by, or in conflict with, this Sixteenth Amendment.

[signatures on following pages]

IN WITNESS WHEREOF, the parties have accepted this Sixteenth Amendment, by and through their duly authorized representatives, on the dates indicated below.

WITNESSES:

CLERMONT SYNERGY, LLC, a Florida
limited liability company

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as _____ of Clermont Synergy, LLC, a Florida limited liability company, who acknowledges that he/she is duly authorized to execute the foregoing agreement on behalf of said entity. He/She is personally known to me.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and
expiration of commission term*

WITNESSES:

CITY OF PORT ORANGE, a Florida
Municipal Corporation.

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that he is duly authorized to execute the foregoing agreement on behalf of the City. He is personally known to me.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and
expiration of commission term*

Attest:

Name: _____

Robin L. Fenwick, City Clerk

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing agreement on behalf of the City. She is personally known to me.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and
expiration of commission term*

Exhibit "A"

THE EAST ½ OF LOT 22 AND LOTS 23 THROUGH 35, INCLUSIVE, OF COUNTRYSIDE COMMERCIAL CENTER UNIT IV, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGE 160, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



STAFF REPORT

16th AMENDMENT TO THE COUNTRYSIDE PLANNED UNIT
DEVELOPMENT MASTER DEVELOPMENT AGREEMENT
CASE NO. 19-40000007

REQUEST:	Amend the Master Development Agreement (MDA) for the Countryside Planned Unit Development (PUD) to allow all retail sales and services uses, which includes retail pharmacy as a permitted use.
PROPERTY OWNER:	Clermont Synergy, LLC
APPLICANT:	Jeffrey Buak, Esq.
LOCATION:	1090 Dunlawton Ave.
STAFF CONTACT:	Briana Conlan-King, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION DATE:	Recommended Approval (December 19, 2019)
CITY COUNCIL DATE:	January 21, 2020

DISCUSSION

The subject property is currently zoned Planned Unit Development (PUD) and is part of the Countryside PUD. The Countryside PUD was approved in 1981 and established as a +/- 400 acre mixed-used development. Since 1981, the Countryside PUD has been amended fifteen times over 38 years. The proposed 16th Amendment (Exhibit 1) to the Countryside PUD Master Development Agreement (MDA) would only apply to the +/- 1.7-acre property located between Coastal Grill restaurant and Chili's restaurant, south of Dunlawton Avenue and north of Butterfly Boulevard (Figure 1). The subject property currently permits uses that include, restaurants, banks, and offices, and specialty retail shops, such as a bookstore, florist, jewelry store, and pet store. The proposed amendment is to expand the limited specialty retail shop uses currently permitted on the property and allow all retail sales and services uses as allowed by the Land Development Code (LDC).

Figure 1 - Location Map



Map created by the City of Port Orange Community Development Department

The subject property is currently regulated by the Countryside Master Development Agreement (MDA), Countryside MDA 5th Amendment (approved in 1996), Countryside MDA 7th Amendment (approved in 1999) and the Land Development Code. The 5th and 7th Amendments to the Countryside MDA provide the permitted uses for the subject property. The 5th and 7th Amendments provide limited permitted retail uses allowed on the subject property, which include a specific defined list of “specialty shops” (Exhibit 2). The applicant is requesting to expand the limited specialty shop retail uses currently permitted to allow all retail sales and service uses, including retail pharmacies, as permitted under the LDC, to assist with the infill redevelopment of the existing multi-tenant building. The applicant states that it is difficult to predict future development options on the subject property, and if the retail uses allowed on the property are limited, it limits redevelopment options for the site.

The retail sales and service use is defined in the LDC as establishments that sell products and services to the public for personal or household consumption, including but not limited to, beauty/barber shop, laundry and dry cleaning store, clothing stores, home electronic equipment, food/grocery stores, retail pharmacy, and sporting goods, etc. Any future redevelopment of the site and/or building will require development applications to ensure the site and/or building meet current standards, including, but not limited to, stormwater, traffic generation, landscaping, tree preservation, architecture, ADA, interior retrofit, and modifications to the parking lot, in accordance with the City standards in the Land Development Code (LDC), Florida Building Code (FBC), Florida Statutes and National Fire Prevention Association (NFPA).

According to the applicant, if the 16th Amendment is approved, the intent is to buildout a vacant tenant space in the existing multi-tenant building as a medical marijuana dispensary. The other tenant space in the multi-tenant building is currently occupied by Adams, Cameron & Co. Realtors. A building permit application for proposed interior tenant improvements for the medical marijuana dispensary is currently under review, and final approval of the building permit is pending approval of the proposed MDA amendment. Prior to the issuance of the building permit for tenant improvements, all site and building improvements are required to comply with the City’s Land Development Code, Florida Building Code (FBC) and all Florida Statutes §381.986 (Exhibit 3), including the required licensure and security system medical marijuana dispensary.

In June 2017, the Governor signed into law legislation for uses related to medical marijuana. The state law for medical marijuana preempts local government regulation of medical marijuana treatment centers with dispensing facilities (medical marijuana dispensaries) along with the cultivation and processing of marijuana. Florida Statutes requires that a local government either ban a medical marijuana dispensary or treat them the same as a retail pharmacy. In 2017, the City Council adopted Ordinance 2017-28, which amended the LDC definition of retail pharmacy to include medical marijuana treatment center dispensing facility operating in accordance with state law, and the LDC allows the retail pharmacy use in any location that allows retail sales and services as a permitted use. Therefore, according to the Port Orange LDC, a medical marijuana dispensary is also permitted in any conventional commercial zoning district, Planned Unit Development (PUD), and Planned Commercial Development (PCD) that allows retail sales and services, subject to the 500-foot separation requirement from a public or private elementary school, middle school, or secondary school in §381.986 Florida Statutes (Exhibit 3). As part of the review for the 16th MDA amendment, staff verified that the subject property meets the required 500-foot separation requirement from a public or private elementary school, middle school, or secondary school.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated Office/Residential Transition (ORT) on the City’s Future Land Use (FLU) Map. The ORT designation is a mixed-use designation that allows for commercial uses and provides a buffer between areas of high- and low-intensity uses, especially between low-density residential areas and higher intensity commercial nodes, and is intended to provide for an

appropriate mix of uses along arterial roadways. Commercial land uses are those that provide for the retail sale of items and services to the general public. These areas consist of shopping centers, retail stores, restaurants, and similar uses. The addition of the retail sales and service use in the proposed amendment does not change the FLU designation for the property and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on November 15, 2019. At the time this agenda item was prepared, staff has received one (1) phone call requesting general information regarding the proposed amendment.

RECOMMENDATION

Staff recommends approval of the 16th Amendment to the Master Development Agreement (MDA) for the Countryside Planned Unit Development (PUD).

ATTACHMENTS

- Exhibit 1 – 16th Amendment to the Countryside Planned Unit Development MDA (See Ordinance Exhibit)
- Exhibit 2 – Current Permitted Uses (Countryside PUD MDA 5th & 7th Amendments)
- Exhibit 3 – §381.986 Florida Statutes Medical Marijuana Treatment Center Compliance Requirements

5th Amendment**EXHIBIT "B"****TABLE OF PERMITTED USES AND DIMENSIONAL REQUIREMENTS****I. Permitted Uses.**

Restaurants (no drive-thrus permitted)
Banks
Business Services
Financial Services
Offices
Personal Services *
Medical Offices/Clinics
Fleet-based Services
Funeral Homes
Veterinary Clinics
Xerographic and Offset Printing
Child Care Centers *
Office Supplies *

Specialty Shops defined as follows:

Specialty shops shall be permitted for development on one (1) parcel only. Individual shops shall not exceed 5,000 square feet gross floor area. Multi-tenant developments comprised of more than one (1) specialty shop shall be limited to no more than 10,000 square feet of gross floor area. Specialty shops may include the following:

Apparel and/or Shoe Store
Art Supply Store
Audio/Video Sales
Bicycle Sales
Book/Stationary Store
Camera/Photography Store
Florist Shop
Food Product Stores: Bakery, Candies,
Nuts, Dairy, Delicatessen, Meat, Seafood, and
Produce
Furniture/Home Furnishings
Hobby/Toy/Craft Store
Jewelry Store
Musical Instrument/Supply
Optician/Optical Supplies
Paint and Wallpaper
Pet Shop
Radio and TV Sales
Sporting Goods Store

- * These uses shall comply with the Special Development Criteria prescribed by Chapter 18 of the Port Orange Land Development Code.

7th Amendment

part hereof; and (iii) the exterior building improvements described in the Design shall be initially constructed in a single construction phase, rather than as a multi-phase project. Multi-tenant developments comprised of more than one specialty shop shall be limited to no more than 10,000 square feet of gross floor area. Specialty shops may include the following:

- Apparel and/or Shoe Store
- Art Supply Store
- Audio/Video Sales
- Bicycle Sales
- Book/Stationary Store
- Camera/Photography Store
- Florist Shop
- Food Product Stores: Bakery, Candies
- Nuts, Dairy, Delicatessen, Meat, Seafood, and Produce
- Furniture/Home Furnishings
- Hobby/Toy/Craft Store
- Jewelry Store
- Musical Instrument/Supply
- Optician/Optical Supplies
- Paint and Wallpaper
- Pet Shop
- Radio and TV Sales
- Sporting Goods Store

In case of a conflict between Exhibit "B" of the Fifth Amendment and the revision to Paragraph I of Exhibit "B" set forth in this Section, the revision set forth in this Section shall govern.

4. This Seventh Amendment shall be recorded in the Public Records of Volusia County, Florida. The provisions of this Seventh Amendment shall constitute covenants running with the land. This Seventh Amendment shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.

5. In the event of any claim, action, litigation or proceeding under this Seventh Amendment, venue shall be in Volusia County, Florida, and no other location, and the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

6. If any provision of this Seventh Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or

Exhibit 3

§381.986 Florida Statutes Medical Marijuana Treatment Center Compliance Requirements

- Proof of being a licensed and approved Medical Marijuana Treatment Center per the State of Florida [§381.986 Florida Statutes].
- Proof of compliance with the following:
 - 1) The tenant space is designed to maintain a fully operational security alarm system that secures all entry points and perimeter windows and is equipped with motion detectors; pressure switches; and duress, panic, and hold-up alarms; and
 - 2) A video surveillance system that records continuously 24 hours a day and meets the following criteria:
 - a. Cameras are fixed in a place that allows for the clear identification of persons and activities in controlled areas of the premises. Controlled areas include grow rooms, processing rooms, storage rooms, disposal rooms or areas, and point-of-sale rooms.
 - b. Cameras are fixed in entrances and exits to the premises, which shall record from both indoor and outdoor, or ingress and egress, vantage points.
 - c. Recorded images must clearly and accurately display the time and date.
 - d. Retain video surveillance recordings for at least 45 days or longer upon the request of a law enforcement agency.

Exhibit 3

§381.986 F.S. 500-foot Separation Requirement





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: No

SUBJECT: (I19) Approval to Renew Contract for Golf Course Management with KemperSports

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve the renewal of the KemperSports Contract for two additional years and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The KemperSports contract for golf course management and operations is up for renewal in September 2020. The renewal is for the final two years of the contract. The contract requires at least six months notice of intent for renewal. The Golf advisory board has recommended renewal but wanted to consider looking at different management models over the next twelve months in preparation for a new bid release in 2022. Staff will present the history of the contract to date and some current data on contract costs so council can make an informed decision. Attached for your review is the current contract and amendments.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Extension Agreement No. 2	Extension no 2.pdf
2.	KEMPER SPORTS MANAGEMENT INC contract	KEMPER SPORTS MANAGEMENT INC contract.pdf
3.	Cypress Head Addendum No. 1	Cypress Head Addendum No. 1.pdf
4.	Cypress Head Addendum No. 2 2015	Cypress Head Addendum No. 2 2015.pdf
5.	2017 renewal	2017 renewal.pdf
6.	Alans report	Alans report.docx
7.	Golf Course Renewal Presentation 2020	Golf Course Renewal Presentation 2020.potx

Robin Fenwick	Created/Initiated - 10/3/2019
Susan Lovallo	Approved - 1/16/2020
Scott Neils	Approved - 1/17/2020
Matthew Jones	Approved - 1/23/2020
Jake Johansson	Approved - 1/23/2020
Robin Fenwick	Final Approval - 1/23/2020

**EXTENSION AGREEMENT NO. 2
FOR GOLF COURSE MANAGEMENT SERVICES**

This **EXTENSION AGREEMENT NO. 2** for Golf Course Management Services (hereinafter referred to as the "Agreement") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties").

WHEREAS, on the 18th day of September, 2012, Contractor entered into an Agreement for Golf Course Management Services with the City, pursuant to RFP No. 12-11-Request for Proposals for Management Services at the Golf Club at Cypress Head (the "Contract"), for an initial term commencing on October 1, 2012 and continuing until September 30th, 2017, which could be renewed for one (1) additional five-year period, upon mutual agreement of the Parties, and

WHEREAS, on the 28th day of April, 2015, the Parties entered into Addendum 1 modifying certain fees and responsibilities; and

WHEREAS, on the 9th day of September 2015, the Parties entered into Addendum 2 modifying certain fees and responsibilities; and

WHEREAS, on the 1st day of August, 2017, the Parties entered into an Amendment and Extension of Agreement for Golf Course Management Services, amending the terms (including the renewal terms) and extending the initial term for an additional three (3) year term to September 30th, 2020 and providing that the term could be renewed for one (1) additional two-year period, upon mutual agreement of the Parties, and

WHEREAS, the Parties desire to renew the Contract, notwithstanding the date of execution, for a period commencing on October 1st, 2020 and continuing until September 30th, 2022; and

WHEREAS, the Port Orange City Council has determined that the execution of this Agreement is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Term.** The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing a period commencing on October 1st, 2020 and continuing until September 30th, 2022.

2. **Counterparts.** This Agreement 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 Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

All other terms and conditions of the Contract as amended shall remain in full force and effect.

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

Witnesses:

CONTRACTOR:
KEMPER SPORTS MANAGEMENT, INC.

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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, MMC, City Clerk

Printed Name: _____

Date: _____

AGREEMENT
FOR
GOLF COURSE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of this 18th day of September 2012, by and between the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida; hereinafter referred to as "City"; The Golf Club at Cypress Head, Inc., a Florida for profit corporation, hereinafter referred to as "Club" and Kemper Sports Management, Inc., an Illinois corporation, hereinafter referred to as "Contractor" and collectively hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns and operates the Golf Club at Cypress Head; and

WHEREAS, the City desires to obtain management services for the golf course and clubhouse operations, turf operations, restaurant, pro shop, lounge, banquet and all other operations at the City's public golf facility; and

WHEREAS, in order to obtain such services, the City on April 2, 2012 issued a Request for Proposals for such management services (attached hereto as **Exhibit "A"**); and

WHEREAS, the Contractor submitted a Proposal on May 2, 2012 (attached hereto as **Exhibit "B"**); and

WHEREAS, Contractor's Proposal was selected by the City of Port Orange City Council on June 19, 2012, as the most responsive and best qualified proposal for purposes of negotiating a contract; and

WHEREAS, this Agreement between the City and the Contractor is substantially in conformance with the City's Request for Proposal and the Contractor's Proposal.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the City and Contractor agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings indicated below:

- A. **ANNUAL BUDGET.** The annual budget shall include the operating budget and the capital improvement budget.

- B. CAPITAL EXPENDITURES: Capital Expenditure means any alteration, addition, improvement, repair, replacement, rebuilding, or renovation to the Golf Course, the cost of which exceeds Five Thousand Dollars (\$5,000.00).
- C. CITY: City means the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- D. CITY COUNCIL: City Council means the elected governing body serving the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- E. CITY MANAGER: City Manager shall mean the official appointed manager of the City of Port Orange, Florida.
- F. CLUB HOUSE OPERATIONS: Club House Operations means the sales of golf services, green, cart, range, surcharge and other fees collection operations, food and beverage service operations, golf merchandise operations, and other usual and customary functions provided at the Golf Course.
- G. CONTRACTOR: Contractor means Kemper Sports Management, Inc., or any successor to Contractor's interest under this Agreement.
- H. CONTRACT ADMINISTRATOR: Contract Administrator means the individual designated by the City Manager to administer the contract on behalf of the City, to oversee the Contractor's performance of this Contract and to act as the liaison between the City Manager and the Contractor. The expense of the Contract Administrator shall be an expense of the Golf Course as is identified in **Exhibit "A"** under General Terms and Conditions, at page 18, paragraph 17.
- I. FINANCE DIRECTOR: Finance Director shall mean the officially designated director of finance for the City of Port Orange, Florida
- J. FURNISHING and EQUIPMENT: Furnishing and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including without limitation course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, range ball baskets, cash registers, rental golf clubs and bags, ball washers, benches, uniforms, kitchen equipment, appliances, china, glassware, silverware, office equipment, computers, computer software, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Golf Course; other than Operating Inventory. Furnishing and Equipment shall be identified on **Exhibit "C"** as of September 30, 2012, and as verified by Contractor on October 1, 2012.
- K. GOLF COURSE: Golf Course means the Golf Club at Cypress Head, an 18-hole championship course, with lighted practice facility, driving range, maintenance

barn, cart barn, clubhouse, pro shop, restaurant, lounge, banquet rooms, and other related facilities.

- L. **GOLF COURSE EXPENSES:** Golf Course Expenses means operating expenditures including but not limited to all costs and expenses incurred in the operation, management, and maintenance of the Golf Course, including: a) all expenditures incurred by Contractor in the performance of its obligations under this Agreement or expenditures incurred by the City for the benefit of the Golf Course; b) all expenses specifically identified as "Golf Course Expenses" in this Agreement; and c) all other reasonable expenses incurred by Contractor in connection with management of the Golf Course or this Agreement, which expenses were not reasonably anticipated by the parties or otherwise provided in this Agreement and which expenses, if assumed by Contractor, would be consistent with the role of a golf course manager and shall not exceed the annual budgeted contingency. The total annual golf course expenses, including debt service shall not exceed City Council appropriations. Golf Course Expenses shall include expenses for the Contract Administrator and annual reporting charges or other fees for the Club. Golf Course Expenses shall not include the Contractor's expenses of remediation as required in this Agreement.
- M. **GROSS REVENUES:** Gross Revenues means all revenues of the Golf Course received by Contractor that are part of this Agreement. These are green fees and 50% of the Surcharge, cart rentals, all tournament proceeds, outing and event sales and fees, tee time reservation fees, computer handicapping, league fees, pre-paid green fees, sales of gift certificates and coupon rates for green fees which shall be redeemable within the fiscal year of collection, the Food and Beverage Sales and banquets, driving range sales, merchandise sales, and club rentals. Any revenues derived from Golf Course operations, services, or products shall be deemed a part of Gross Revenues. Gross Revenues shall not include inventory and encumbrances.
- N. **KEY EMPLOYEES:** Key Employees means the on-site general manager, golf course superintendent, director of marketing, assistant superintendent and head golf professionals and are considered Key Employees of Contractor.
- O. **MAINTENANCE and REPAIRS:** Maintenance and repairs means the provision of continuous proper up keeping of all facilities including but not limited to the golf course, buildings, restaurant, pro shop, lounge, banquet room, furnishings and equipment, and supplies, without limitations, necessary to assure the proper day-to-day operations of the Golf Course in accordance with the standards identified in **Exhibit "A"** under Maintenance Standards for the Club, pages 31-37.
- P. **MERCHANDISE:** Merchandise means golf apparel and accessories offered for resale at the Golf Course pro shop and rental of clubs.

- Q. OPERATING INVENTORY: Operating Inventory means consumable items used in or held in storage for use in the operation of the Golf Course, including score cards and cart tickets, driving range balls, golf pro shop merchandise, food and beverage inventory, kitchen supplies, paper and plastic ware, locker room and bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies, and any other similar items used in running the golf operation.
- R. OPERATING YEAR/FISCAL YEAR: Operating Year/Fiscal Year means a twelve (12) month period commencing on October 1 and continuing through to the following September 30.
- S. SURCHARGE: A surcharge shall be collected from every player of golf pursuant to Resolution No. 12-44 of the City of Port Orange, as amended from time to time.
- T. CONTRACTOR OUT-OF-POCKET EXPENSES. For purposes of this Agreement, out-of-pocket expenses shall not be a Golf Course Expense and shall generally mean Contractor travel expenses in excess of the annual budget and as needed to properly operate and manage all golf course operations at the Golf Course at Cypress Head; and the Contractor's remediation expenses as required in this Agreement.
- U. SURETY: Surety shall mean an insurance organization authorized to do business in the State of Florida, having a financial strength rating during the term of this Agreement of not less than "A" as rated by A.M. Best Company, and being an insurer of mutual acceptance by the parties to this Agreement.
- V. THE GOLF CLUB AT CYPRESS HEAD, INC.: The Golf Club at Cypress Head, Inc. shall mean the Florida for profit corporation currently operating the Golf Course pursuant to the Articles of Incorporation and the Bylaws, including the Bylaws for Club Members, and holding the license authorizing the sale of alcoholic beverages and the consumption on premises and the sales from the beverage cart.
- W. EMERGENCY: Emergency shall mean a breakdown in any City service or when supplies are needed for immediate work which may be essential to, or may virtually affect the public health, safety, or general welfare.

SECTION 2. SCOPE OF SERVICES

The Contractor shall, in a satisfactory and proper manner, as determined by the City Manager, perform the following services:

A. GENERAL

In accordance with the approved budget and subject to availability of funds as appropriated therein, Contractor shall provide Golf Course Management Services for both Club House Operations and Turf Operations as set forth below. It is the intent of this Agreement that the Contractor will endeavor to provide continual quality improvements to all aspects of the Golf Club's operations.

1. Club House Operations shall include but are not limited to the following usual and customary operations:
 - a. Marketing of all golf facilities and programs;
 - b. Managing the golf course and club house operations, driving range, building operations, golf cart storage operations and golf programs, including the sale of golf merchandise;
 - c. Providing planning, budgeting, accounting, personnel and other administrative services in support of the golf operation at the golf course facility, as well as other services normally associated with the operation of public golf courses in a municipal setting;
 - d. Continued support and marketing of all special interest golf programs now offered by the City at the golf facility and as identified in **Exhibit "B"**. These programs include, but are not limited to junior golf programs, men's and women's golf leagues and tournaments, and golf instruction programs;
 - e. Janitorial functions in all facilities including but not limited to the club house buildings, maintenance facility, driving range buildings, course restrooms, course shelters, golf cart storage buildings, food and beverage area, and employee restrooms.
 - f. Payment to the City each month for the lease of golf carts.
 - g. Performance of the detailed descriptions of this scope of services is included in **Exhibits "A" and "B"**, attached hereto.
 - h. Payment to the City each month for the debt service of the golf course.
 - i. The one-half of the Surcharge shall be remitted to the City each month.
2. Turf Operations means the agronomic and horticultural practices required in **Exhibit "A"**, management and maintenance of the motorized equipment used for that purpose, and implementation of the City's fleet maintenance standards and preventative maintenance services for the fleet and the facilities, fences, cart paths, buildings, garages, and storage spaces. This component may include but not limited to the following:
 - a. Providing qualified managers and employees necessary for the maintenance services at the golf facilities;
 - b. Maintaining all turf and landscaping, including first and last impression area; and
 - c. Maintaining all buildings, equipment and associated facilities and performing the detailed descriptions of the scope of services as included in **Exhibits "A" and "B"**, attached hereto.
 - d. Payment to the City each month for the lease of golf course vehicles, tractors,

mowers, and other maintenance equipment.

3. The Contractor shall hire, train, promote, discharge, and supervise the work of the executive staff, Key Employees and all other employees of the courses. All persons employed by the Contractor for such purposes shall be deemed employees of the Contractor. The Contractor shall pay all of the salaries, wages, payroll taxes and benefits due and owing to and/or on account of such persons. The Contractor shall deduct from such employees' salaries all required taxes, charges and assessments and shall make and file such reports as may be required by the federal, state and local government agencies. All personnel shall be employees of the Contractor, and the amount equal to all salary and benefits, shall be a golf course expense in accordance with the annual budget approved by City.
4. The Contractor shall be authorized as the City's agent to purchase goods and services from City approved vendors and contractors and in accordance with City purchasing policies. When the Contractor elects to purchase goods and services independent of the City's purchasing power then Contractor shall submit the pricing and specifications to the City prior to purchase and the City shall have the right to require the Contractor to purchase goods and services at the best price for comparable specifications. City will provide Contractor, annually, a list of approved vendors relative to Contractor's goods and services.

B. SPECIFICATIONS

The Contractor's services shall be provided in accordance with the specifications set forth in **Exhibits "A" and "B"**, attached hereto and by this reference incorporated in its entirety and made a part hereof.

C. GOLF MANAGEMENT PROPOSAL

The Contractor's services shall be provided in accordance with the golf management proposal submitted by the Contractor to the City, in particular, the Sections listed below and as set forth in **Exhibit "B"**, Golf Management Proposal of Kemper Sports Management, Inc., attached hereto and by this reference incorporated in its entirety and made a part hereof.

Section	V(a.)	Operational Plans
Section	V(b.)	Existing and Future Operational Environment
Section	V(c.)	Management Approach
Section	VIII	List of Golf Courses Managed by Proposer
Section	VII	Resumes of Key Corporate Personnel Assigned to Project

D. ANNUAL BUSINESS PLAN AND ANNUAL BUDGET

1. Beginning on October 1, 2012, and every successive fiscal year thereafter, the Contractor shall comply with the City's Annual Budget Calendar for submittal of its Capital Improvement Plan and Annual Budget. The Annual Business Plan shall be submitted in accordance with the calendar for the Annual Budget.
2. The total annual expenses, including debt service shall not exceed City Council Appropriations. The Contractor shall include a recommendation on the golf course fees and charges. Fees and charges for the golf course shall be established by Resolution of the City Council.
3. The Contractor may, from time to time, request the City Council to amend the Annual Budget as to the golf course management services described within this Agreement.
4. Contractor shall be solely responsible for preparation of the Golf Course Annual Budget and for presentation of that Budget to the City Council. Contractor acknowledges that the decision of the City Council is final and that the City Council serves as final arbiter on budget matters.
5. With respect to emergency expenditures, if at any time during the term of this Agreement a condition should exist in, on, or about the Golf Course of an emergency nature which is unforeseen in nature and is not attributable to any act or omission of Contractor, and such condition, in Contractor's discretion, requires immediate action to preserve and protect the Golf Course, to better assure the continued operation of the Golf Course, or to protect its customers, guests, or employees, Contractor is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such conditions, whether or not provisions have been made in the applicable Budget for any such expenditure. The Contractor shall notify the City Manager, if at all possible, prior to the expenditure but in all events within twenty-four (24) hours of any such emergency condition or expenditure.
6. With respect to unanticipated expenditures and reallocation of funds, City understands and agrees that the Budget is intended to be a reasonable estimate, and, accordingly, Contractor, subject to City approval, shall be entitled from time to time to revise the Budget to cover any expenditures that were unanticipated at the time of preparation of the Budget but are reasonable and necessary to carry out the provisions of this Agreement. Contractor is authorized to take all action reasonably deemed necessary by Contractor to implement, perform, or cause the performance of the items set forth in the Budget. If the Budget is required to be modified in such a manner that will not increase the overall expense or revenue appropriation, then the Budget transfer may be approved by the Contractor upon written notice to the Finance Director within twenty-four (24) hours. If, however, the Budget is required to be modified in such a manner that will cause an increase in overall appropriations, then the City Council must authorize the modification.

E. ENVIRONMENTAL STATEMENT

1. The Contractor shall include in the Annual Business Plan, as mutually agreed upon in the approved Annual Budget, the adoption, inclusion and placement in practice of the environmental principles as adopted by the Golf Course Superintendent Association of America in all aspects of daily operations, maintenance operations, and capital or remedial improvements to golf premises and facilities.
2. Prior to October 1, 2012, the City shall perform a Phase I Environmental Assessment at the sole cost of the Contractor as a Golf Course Expense and provide copies of all such reports to Contractor. Upon termination, Contractor shall perform a Phase I, the cost of which shall be a Golf Course Expense, and if needed as determined in the City's discretion, a Phase II or III, Environmental Assessment if any, determined in accordance with the assessment. Contractor shall be responsible for the cost of any environmental remediation required in order to correct any violations of environmental laws resulting from the negligence or willful misconduct of Contractor. The requirement for remediation by the Contractor shall survive the termination of this Agreement.
3. Notwithstanding anything to the contrary contained in the Agreement or elsewhere, Contractor shall not defend, indemnify or hold City harmless of or from any liability, loss, damage, cost, or expense (including attorneys' fees and expenses) involving any pre-existing environmental problems or liabilities discovered on the Golf Course that occurred prior to July 3, 2002.

F. PERSONNEL

1. Employment

In accordance with the approved budget, Contractor shall be responsible for the employment of all personnel for the turf and clubhouse operations.

2. Contractor's Clubhouse and Turf Operations of Golf Course

- a. All clubhouse and turf operations shall be transferred to and performed by the Contractor.
- b. It will be the Contractor's responsibility to provide the City with annual turf condition evaluation as described in Exhibit A.

3. Staff

The aggregate payroll for employees at the Golf Course shall not exceed the amounts set forth in the approved Annual Budget. The Contractor shall include in the Annual Business Plan, the qualification and identifications of the Key Employees for staffing the next fiscal year. If a change occurs with the Key Employees during the fiscal year the Annual Business Plan shall be amended and submitted to the City.

4. Qualifications

The Contractor shall employ only employees who are properly qualified for their positions. Contractor may assign management trainees to the Golf Course under the supervision of trained professionals.

5. Retirement and Benefit Plans

Contractor may provide Golf Course employee benefits as long as the expense of the benefits is included in the approved Annual Budget.

6. Temporary Assignment of Other Contractor Personnel

If the position of General Manager, course superintendent, director of marketing, assistant superintendent, or other key management positions of the Golf Course are not filled for whatever reason, Contractor may temporarily, for a period not to exceed ninety (90) days, assign to these positions the staff of other golf courses and country clubs operated by Contractor. During such time as these employees are temporarily assigned to the Golf Course, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Golf Course shall be a Golf Course Expense.

7. Management Staff

- a. The General Manager of the Golf Course shall be responsible for the day-to-day management and operation of the Golf Course and shall be on site for day-to-day management and operation purposes. The name and telephone number, both home and business, of the General Manager shall be provided, in writing, to the City and shall be kept current at all times. The General Manager, or upon written notice to the City, his designee, shall be reasonably available during normal working hours to meet with the Contract Administrator. After normal working hours, the General Manager, or designee, shall be reasonably available to appear at the Golf Course if deemed necessary by the Contract Administrator or Contract Administrator's designee. The General Manager shall establish his or her principal residence within one (1) hour driving distance of the Golf Club at Cypress Head, unless waived by the City Manager.
- b. The Golf Course Superintendent for the Golf Course shall be a member in good standing of the local chapter of the Golf Course Superintendents Association.

G. MERCHANDISE SALES

1. The Contractor shall operate the merchandise sales as a profit center and shall perform the following:
 - a. Purchase, maintain, and rent out carts, golf clubs and golf bags at the Pro Shop of the Golf Course.

- b. Order, purchase, pay for and offer for resale at Pro Shop of the Golf Course, all golf equipment, golf merchandise and supplies, sportswear, apparel and other golf accessories.
2. The Contractor shall insure that a qualified individual is assigned to be responsible for ordering and reordering inventory, inventory display, reporting and training for merchandise sales.
3. Budgeted Clubhouse personnel are permitted to handle merchandise sales, cart rentals and golf club rentals and to assist the Merchandise Manager.
4. The Contractor shall maintain and stock reasonable inventory of Merchandise at various grades and sell them at competitive prices.
5. All sales tax and other taxes that might be due and payable as part of the merchandise sales at the Pro Shop shall be paid for from the proceeds of such sales by Contractor.
6. All city, state, federal and/or other licenses required for the appropriate operation of Merchandise Sales at the Pro Shop of the Golf Course shall be obtained in the name of the Contractor and shall be a budgeted Golf Course Expense.
7. All revenues derived from Merchandise Sales shall remain with and belong to the City and shall be considered part of the Gross Revenues. Credit Card Merchandise Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.
8. The Contractor shall purchase at City expense, and shall display and merchandise Port Orange "logo wear" in the Pro Shop with proceeds to be distributed to City.

H. FOOD AND BEVERAGE

1. The Contractor shall operate the Food and Beverage service as a profit center, provide Food and Beverage operations at the Golf Course, including but not limited to catering services, which shall meet all federal, state and local health/safety requirements. Such operation shall have adequate staffing, hours of operation, cleanliness and quality product and service.
2. The Contractor, with reasonable assistance of City and the Club for licensing, shall manage the sales of alcoholic beverages, consistent with the laws of the State of Florida.
3. All revenues derived from Food and Beverage sales at the Golf Course shall remain with and belong to the City. Credit Card Food and Beverage Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.

I. REVENUES AND DEPOSIT OF REVENUES

1. All Revenues collected in the Golf Course by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into an account in a bank approved by the City. Such deposit shall be made daily and no later than the close of business day at the Golf Course. The Finance Director shall be an approved signature on the account.
2. The Contractor shall abide by the money handling procedures as promulgated by generally accepted governmental accounting standards. Contractor shall design, establish, implement and maintain procedures for the accounting and control of the revenues from the time of their collection by Contractor to the time of deposit at the bank. This shall include a system of internal controls to account for and to safeguard all gross revenues. Such procedures shall include each of the accounting and cash control processes recommended by Contractor and approved by the City, which approval shall not unreasonably be withheld.
3. The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value. The Contractor shall provide a fidelity bond for all employees that shall handle cash sales or other financial transactions.
4. City acknowledges that Contractor has not made any guarantee, warranty, or representation of any nature whatsoever concerning or relating to (i) the Budgets, or (ii) the amounts of revenues to be generated from the operation of the Facility other than the fact that the Budgets, including revenues and operating expenses, are based on the Contractor's knowledge and expertise in the area of golf course management, for which the contractor represents itself to be competent, knowledgeable and experienced.

SECTION 3. MANAGEMENT FEE

A. Fixed Management Fee

1. Contractor shall receive a Fixed Management Fee, payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of Eighty-five Thousand Dollars (\$85,000.00), plus budgeted expenses as previously defined herein, and a two percent (2%) per annum CPI, as approved in the Annual Budget.

2. The first payment of the Fixed Management Fee for the balance of FY 12-13 will be payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of Eighty-five Thousand Dollars (\$85,000.00), plus budgeted expenses as previously defined herein and as approved in the Annual Budget. Thereafter, such Fixed Management fee shall be paid from the operating account, and documented by invoice, on or before the Tenth day of each subsequent calendar month during the term of this Agreement and only upon submission of an original invoice from the Contractor.
- B. Incentive Fee.
1. In addition to the Fixed Management Fee, Contractor shall receive an Incentive Fee.
 2. The Incentive Fee shall be equal to (i) five percent (5%) of the annual Gross Revenues that exceed \$1.8 million dollars, plus (ii) five percent (5%) of the Gross Revenues attributable solely to the sale of food and beverages in excess of \$350,000.00 and the total Incentive Fee shall not exceed the \$85,000.00.
 3. The Incentive Fee shall be due and payable within ninety (90) days of the end of each fiscal year, shall not be prorated in the case of partial fiscal years and shall be subject to the City's receipt of the annual independent audit.

SECTION 4. SPECIAL GOLF COURSE USES BY THE CITY

The City shall be entitled to use the golf course for events and special activities as identified in Exhibit "A".

SECTION 5. TRANSFERS OF FUNDS

- A. Working Capital.
1. Contractor shall have the right to retain at all times in the operating account a cash reserve ("Working Capital") in an amount equal to the required amount of Working Capital specified in the Annual Budget to fulfill the Annual Business Plan for the then current Fiscal Year. If at any time during any Fiscal Year Contractor reasonably determines that Working Capital specified in the then current Annual Budget is insufficient, then Operator shall notify City of the projected deficiency, and shall also provide city with a detailed explanation setting forth the reasons therefor.
 2. The City, based upon the FY 2012-2013 operating budget, shall be obligated to place into the golf course operating account on July 1, 2012, an amount equal to 15 days of operating funds and two payrolls. These funds will come from the following sources: the City of Port Orange will transfer to the contractor all unencumbered revenues collected by the golf course during the month of June. If the revenues remaining in the unencumbered account are not equal to the 15 days of operating capital, plus two payrolls, the City shall advance the difference. The final source of revenue shall be

revenues collected during the month of July. On July 31, 2012, the City will review the revenue collections for the month of July to determine if additional funds are needed to fund the operating expenses of the golf course for the month of July. On July 31, 2012, the City will review the projected revenue collections and expenditure projects to determine what funds, if any, will be needed for the month of August. The City will advance to the contractor by August 5, 2012 the funds if necessary, to insure the availability of funds to meet budget requirements of the golf course for the month of August. On September 2, 2012, the City will review the projected revenue collections and expenditures for the month of September. The City will advance to the contractor by September 5, 2012 the funds, if necessary, to insure the availability of funds to meet the budgetary needs of the golf course for the month of September. It is anticipated that the contractor would repay the funds advanced by the City by September 30, 2012. If the Contractor is not able to repay the advances as of September 30, 2012 from golf course revenues, the advances shall be considered a loan to the golf course and shall be repaid to the City each month from golf course revenues in an amount sufficient to repay the loan to the City without jeopardizing the courses ability to meet its financial obligations consistent with the approved operating Budget and Annual Business Plan.

B. Remittance to City.

At the end of each month, Contractor shall determine the amount (if any) by which the balance of the operating account exceeds the Working Capital requirement specified in the then current Annual Budget and the amount, if any, needed to fund any projected deficiency. Funds in the operating account in excess of the specified Working Capital requirement shall be remitted to City on or before ten (10) days after the end of such month.

SECTION 6. TERM

The term of this Agreement shall commence on October 1, 2012 and expire on September 30, 2017, unless sooner terminated as provided herein. This Agreement may be renewed for an additional 5-year period, solely at the City's option and with the mutual acceptance by Contractor within thirty (30) days of the City's exercise of the option; such option shall be exercised by the City, in writing, at least six months prior to the expiration of the original Agreement.

SECTION 7. SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City, and the City's approval shall be solely within the City's discretion. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION 8. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City. Such consent shall be solely within the discretion of the City.

SECTION 9. COMPLIANCE WITH LAWS AND POLICIES

A. Laws.

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Florida, the County of Volusia and the City of Port Orange.

B. Financial Management Policies and Procedures

This Agreement is subject to and the Contractor agrees to comply with the Policies and Procedures of the Finance Department of the City to the extent applicable.

C. Equal Employment Opportunity.

Contractor shall not discriminate in its employment practices because of race, religion, sex, age, disability, marital status or national origin. This Agreement is subject to and Contractor shall comply with the provisions of the Equal Employment Opportunity Program of the City of Port Orange, Florida.

SECTION 10. HOLD HARMLESS AND INDEMNITY

A. The Contractor shall indemnify, protect, defend and hold harmless the City of Port Orange, its council members, officers, agents, representatives, employees and volunteers and The Golf Club at Cypress Head, Inc. from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, that result in injury to, constitute violations of individual rights of persons, results in damage to property or any other liability for the City.

B. The City shall, subject to the limitations set forth in section 768.28 of the Florida Statutes, indemnify, protect, defend and hold harmless the Contractor, its agents, representatives, employees and affiliates from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the City, its council members, officers, agents, employees, licensees, that result in liability, environmental condition or other matter relating to the Golf Course and occurring prior to the commencement of Contractor's services hereunder, except that such liability shall be limited to \$200,000 per individual, or \$300,000 per incident/occurrence together with

attorney's fees which shall not exceed 25% of the judgment, in accordance with section 768.28, Florida Statutes.

- C. Unavoidable Delays. The provisions of this Section shall be applicable if there shall occur, due to no fault of the party asserting the Unavoidable Delay (as hereinafter defined) and beyond the reasonable control of such party, during the term of the Agreement any (i) strikes, lockouts, or labor disputes, (ii) inability to obtain labor or materials, or reasonable substitutes therefor beyond the control of the party obligated to perform, (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty, or (iv) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform. If either party shall, as the result of any of the above-described events, fail punctually to perform any obligation on its part to be performed under this Agreement, then, upon written notice to the other, within ten (10) days of such event, such failure shall be excused and not be a breach of this Agreement by the party claiming an unavoidable delay (an "Unavoidable Delay"), but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to the term of this Agreement is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date shall be deemed to be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable Delay. Notwithstanding anything contained herein to the contrary, the provisions of this Section shall not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

SECTION 11. INSURANCE

- A. The Contractor, as a Golf Course cost and expense, shall procure and maintain at all times during the term of this Agreement general liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) single limit per occurrence for liability for acts of the Contractor or its agents and/or employees. The City shall be an additional named insured, and shall be provided 30 days notice of cancellation or nonrenewal and the terms of the coverage shall be substantially the same as maintained by the City on June 30, 2012.
- B. The Contractor, as a Golf Course cost and expense, shall procure and maintain liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00)* single limit per occurrence for vehicles used in connection with this Agreement and the City shall not assume liability for accidents arising out of the use of such vehicle or any vehicle, including but not limited to golf carts. The City shall be an additional named insured and shall be provided 30 days notice of cancellation or nonrenewal and the terms of the coverage shall be substantially the same as maintained by the City on June 30, 2012.
- C. The Contractor, as part of the Golf Course Expense, shall procure and maintain during the term of this Agreement State of Florida Worker's Compensation insurance in such

amounts as are required by general law. The Contractor shall name the City as an additional insured or provide to the City a waiver of subrogation rights.

- D. The Contractor shall retain the originals of such insurance policies and a copy or memorandum copy of a document evidencing such insurance coverage shall be furnished to the City not later than 15 days prior to commencement of services by the Contractor under this Agreement.

Special Note: the limits of liability specified in A and B above can be satisfied through a combination of primary, umbrella or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.

- E. The City shall be notified in writing 30-days prior to cancellation or nonrenewal by the Contractor of any changes in such policies.
- F. The Contractor shall acquire, as an expense of the Golf Course, any other insurance required by the State of Florida or deemed prudent or necessary by the City of Port Orange, including, but not limited to, liability resulting from the sale of alcoholic beverages.

SECTION 12. REPORTS, INFORMATION AND AUDITS

- A. The Contractor, at such times and in such form as the City may require, as a Golf Course Expense, shall furnish the City such reports as may be reasonably requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain on-site all financial and administrative records as public records as prescribed by the public records laws of the State of Florida, and shall permit the City or any of its representatives or auditors (both internal and external) access to such records.
- B. The City shall make available to the Contractor financial information regarding matters covered in this Agreement. Upon termination of this Agreement for any reason, the Contractor shall immediately deliver the financial and administrative records to the Finance Director.
- C. The Contractor shall in a timely manner provide to the City the reports and information as identified in Exhibit A and Exhibit B.
- D. The City retains the right to perform unannounced inspection of all records during normal business hours. This inspection will be conducted consistent with internal audit procedure and performed in accordance with generally accepted governmental auditing standards.
- E. As a Golf Course Expense, Contractor shall retain a firm of certified public accountants to perform independent annual audits. The result of this audit will be reported in a timely manner, not later than 90 days after the close of the fiscal year, to the City Council and

included with the Annual City Audit.

SECTION 13. CONFLICT OF INTEREST

No officer, employee, or agent of the City of Port Orange who exercises any functions or responsibilities in connection with the planning and implementation of the services provided under this Agreement, nor shall any City of Port Orange officer's, employee's or agent's immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

SECTION 14. INDEPENDENT CONTRACTOR

- A. The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City of Port Orange. Nothing herein shall be construed as creating a partnership or joint venture between City of Port Orange and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City of Port Orange, nor shall any such person be entitled to any benefits available or granted to employees of City Port Orange.
- B. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.
- C. None of the parties hereto is an agent, employee, or representative of the other, except as authorized in writing by the City pursuant to the City's purchasing policies and for purposes of managing the operations pursuant to the licensing relating to the sale of alcoholic beverages.
- D. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any rights hereunder to third parties or other persons, or increase the duties or responsibility of the parties to other persons; the sole purpose of this Agreement is to establish the relationships and the respective rights or duties of the parties hereto, each to the other.

SECTION 15. DEFAULT, CURE, REMEDY and TERMINATION.

- A. In the event either party defaults in the performance of any of the covenants, agreements or promises to be kept, done or performed by the Contractor under the terms of this Agreement or fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the nondefaulting party shall notify the defaulting party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default and in case of defaults not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default

within five (5) working days of the notification thereof, shall diligently pursue correction, and shall notify the nondefaulting party of the corrective steps performed and scheduled to be performed, and of the estimated time to cure, and thereafter the defaulting party shall complete the correction of the default with diligence. The default shall be corrected within thirty (30) days, unless a longer period of time is agreed to by the nondefaulting party and the defaulting party shall not knowingly thereafter commit the same default.

- B. If either party fails to correct the default as provided above, the nondefaulting party shall have the right and remedy singularly, or in combination, with such other rights and remedies provided by law or equity, to declare that this Agreement, together with all rights granted hereunder are terminated, effective upon such date as the nondefaulting party shall designate.
- C. In the event that the Contractor (i) commits a material breach of this Agreement which is incapable of cure within 120 days of the date of such breach, or (ii) breaches this Agreement more than twelve separate occasions (as shown by notice from the City to the Contractor) during any Fiscal Year, or (iii) commits a breach of this Agreement as set forth in Section 15, paragraph D, the City shall have the following rights and remedies which the City shall have singularly, or in combination with such other rights and remedies provided by law:
 - 1. The right to declare that this Agreement, together with all rights granted the Contractor hereunder, is terminated, effective upon such date as the City shall designate.
 - 2. The right to demand the Surety to secure performance of this Agreement.
- D. The following which shall not be all inclusive, shall constitute substantial and material events of default and shall entitle the City to exercise the City's rights and remedies under this Agreement, including but not limited to those specified in Section 15.
 - 1. The determination that any material representation or warranty of Contractor contained in this Agreement or any Exhibit attached to this Agreement is not true, accurate, and complete, and is materially misleading.
 - 2. The filing of any petition for relief under the Bankruptcy Code or any similar federal or state statute by or against Contractor or the principal of Contractor, or the failure by Contractor or the principals of Contractor to generally pay their debts as they become due.
 - 3. An application for the appointment of a receiver for the making of a general assignment for the benefit of creditors by, or the insolvency of, Contractor or the principals of Contractor.
 - 4. The dissolution, merger, consolidation or reorganization of Contractor.

5. If there is any change of control of Contractor, whether voluntary or involuntary, by sale, merger, consolidation, reorganization, or otherwise.
6. If any creditor of Contractor or the principals of Contractor proceeds, threatens to proceed or notifies Contractor or the principals of Contractor of its intention to proceed to enforce its rights under the provisions of any instrument creating an interest in the assets of Contractor or the principals of Contractor or if any creditor of Contractor or the principals of Contractor seeks, threatens or notifies Contractor or the principals of Contractor of its intention to accelerate the payment of any debt owing to it by the Contractor or the principals of Contractor, or if Contractor or the principals of Contractor are otherwise in default under the terms of any agreement creating an interest in the assets of Contractor or the principals of Contractor.
7. If the City, in its sole discretion, determines in good faith that a material adverse change has occurred in the financial condition of Contractor most recently disclosed to City in any manner, and as required in Exhibit A.
- E. Upon termination of this Agreement, the City shall be entitled to a limited license to use for the six (6) months following such termination, printed materials with the Kemper Sports Management logo.

SECTION 16. OWNERSHIP OF PROPERTY

- A. The Contractor agrees that at the expiration or in the event of any termination of this Agreement that all properties of the City shall be returned to and delivered to the City on or before the effective date of the termination, including but not limited to, the financial and administrative records of the golf course operation performed by the Contractor, the furnishing and equipment, the merchandise, the operating inventory, the buildings and all other facilities and property of the Golf Course.
- B. The name, trademark, and logo of the Golf Club at Cypress Head are and shall remain the property of the City of Port Orange, Florida.

SECTION 17. NOTICES

- A. This Agreement requires that any notices, approvals, authorizations, waivers, instructions, or determinations shall be effective only when given in writing and signed by the City Manager or the authorized designee.
- B. This Agreement requires that all notices shall be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the parties:

To City:

Attention: City Manager
CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129--4144

To Contractor:

Kemper Sports Management, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Attn: Chief Executive Officer

With CC to:

Kemper Sports Management, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Attn: Corporate Counsel

SECTION 18. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Florida. The City and the Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The parties agree that the courts of competent jurisdiction for Volusia County, Florida shall be the venue for all administrative actions or litigation.

SECTION 20. AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 21. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 22. ATTORNEY FEES AND COSTS

The Parties acknowledge and agree that they have actively participated in the negotiations and drafting of this Agreement, and should any ambiguities exist in this Agreement, the ambiguities shall be construed fairly and not for or against any of the Parties to this Agreement. In the event of a dispute between the Parties arising out of the performance or enforcement of the terms, conditions, and obligations imposed by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred in connection with such dispute, including attorney fees and costs incurred at the appellate level.

SECTION 23. CONFLICTS AND SEVERABILITY

- A. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in Exhibit A, the terms and conditions set forth in Exhibit A shall prevail.
- B. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in Exhibit B, the terms and conditions set forth in this Agreement shall prevail.
- C. This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

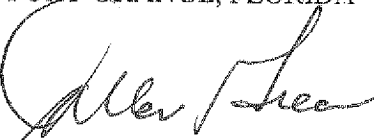
SECTION 24. PERFORMANCE SURETY

The Contractor shall, at its sole cost and expense, prior to the execution of this Agreement deliver to the City a performance surety in the form of a bond, cashier's check, certified check, or letter of credit, in the principle sum of Forty-five Thousand and 00/100 Dollars (\$ 45,000.00) to guarantee performance of the contractor's obligations under this Agreement and as set forth in Exhibit A. The surety company issuing such surety and the form of the surety itself shall be subject to approval by the City.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on this 18th day of September, 2012.

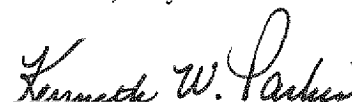
CITY OF PORT ORANGE, FLORIDA

By:



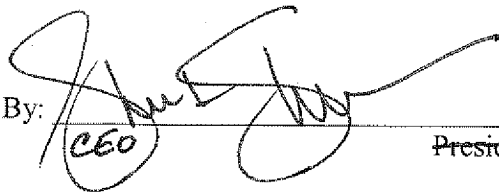
Allen Green, Mayor

Attested By:



Kenneth W. Parker, City Manager

KEMPER SPORTS MANAGEMENT, INC.

By:  CEO President

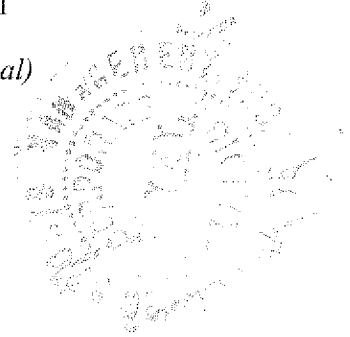
Attested:

By: 

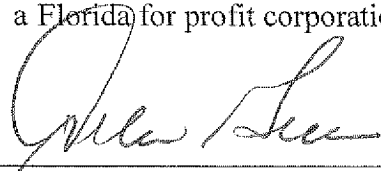


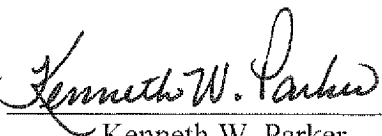
Name/Title: LAURA A. Pinter NAT'L Mkt
for: Kemper Sports Management, Inc. Coordinator
500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
Fed I.D. No. 36-2965951

(Corporate Seal)



THE GOLF CLUB AT CYPRESS HEAD, INC.,
a Florida for profit corporation

By: 
Allen Green, President

Attested By: 
Kenneth W. Parker

The Contractor, by executing the foregoing Agreement for Golf Course Management Services, acknowledges receipt of the following documents:

- EXHIBIT A** Request for Proposals (RFP) by the City of Port Orange dated April 2, 2012, as amended.
- EXHIBIT B** Kemper Sports Management Proposal in response to the RFP.
- EXHIBIT C** City of Port Orange Fixed Assets Inventory of the Golf Course at Cypress Head.

Supplemental Information Provided:

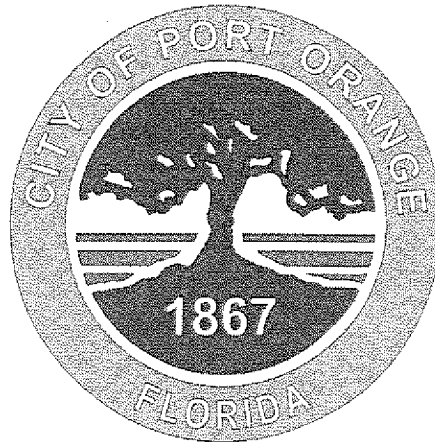
- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- Resolution No. 12-44 relating to Golf Course fees and charges


Contractor's Initials

CITY OF PORT ORANGE, FLORIDA

Request for Proposals for Management Services at the Golf Club at Cypress Head

RFP No. 12-11



Prepared by:

City of Port Orange Purchasing Division

March 2012

Release date: **April 2, 2012**

Mandatory Pre-Proposal Meeting: **April 11, 2012**

Last day for questions: **April 26, 2012 5:00 p.m.**

Proposal due date and time Envelope #1 and Envelope #2: **May 2, 2012 at 2:00 p.m.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5501
www.port-orange.org



SECTION 00020

R.F.P. #12-11

REQUEST FOR PROPOSALS FOR MANAGEMENT SERVICES AT THE GOLF CLUB AT CYPRESS HEAD.

Notice is hereby given that the City of Port Orange is soliciting Requests for Proposals for Management Services at the Golf Club at Cypress Head. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 pm on May 2, 2012** or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All proposal deemed non-responsive will be returned to the proposer and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive proposers will be opened and read aloud at **3:00 p.m.** the same day.

DESCRIPTION: Request for proposals for Management Services at the Golf Club at Cypress Head.

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida, and at www.municode.com

Copies of the proposal documents, requirement, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Tom Cinefro, Purchasing Coordinator, 500 Oak Street, Port Orange, Florida 32127 via email tcinefro@port-orange.org.

All questions shall be directed **in writing** to the Purchasing Coordinator, Tom Cinefro, tcinefro@port-orange.org. There will be a mandatory pre-proposal conference.

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-collusion Statement, Drug Free Tie Bid Preference Statement.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be submitted with (1) "original", seven (7) copies and one (1) CD version addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in **Two (2) SEALED ENVELOPES** plainly marked on the outside: **"RFP No. 12-11, Management Services at the Golf Club at Cypress Head"-Envelope #1 and #2, respectively-**

Tom Cinefro
Purchasing Coordinator
Legal Ad - One Time -- **April 2, 2012**

SECTION 00025

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CITY OF PORT ORANGE**

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SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

RFP 12-11

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Request for Proposal for Management Services at the Golf Club at Cypress Head

RFP RELEASE DATE: April 2, 2012

MANDATORY PRE-PROPOSAL MEETING: April 11, 2012 at 10:00 a.m.

RFP DEADLINE FOR QUESTIONS: April 26, 2012 at 5 p.m.

RFP DUE DATE & TIME, ENVELOPE #1 & #2: May 2, 2012 at 2:00 p.m.

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ **EMAIL:** _____

ACKNOWLEDGMENT OF ADDENDA: (circle each addendum) 1 2 3 4 5 6 7

If returning as a "No Proposal", please state reason (s): _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

PROPOSER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Proposal for the City of Port Orange

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; Supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Coordinator's name, address, phone numbers and e-mail address.** This is the only person (or his designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the proposal.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Coordinator by the due date listed in the Bid and view the answers given in the formal "addenda" issued for the bid. All addenda issued for a proposal are posted on www.demandstar.com website and will include all questions asked and answered concerning the bid. It is the proposer's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Proposal** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, bid acknowledgment form, exhibits, etc.
8. _____ **Check the website for proposal addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the proposal. If so, you must circle for each addenda issued on the "Proposer acknowledgment form".
9. _____ **Review and read the proposal document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

This checklist is for the Proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable proposal.

Proposer's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original, (7) copies and (1) CD version of the proposal (tabbed and indexed, must be in the following order)

Forms:

- ☐ 1: Proposer acknowledgement form: (page 4)
- ☐ 2: Sworn Statement on Public Entity Crimes (page 27)
- ☐ 3: Anti-Collusion Statement (page 28)
- ☐ 4: Drug Free/ Tie Preference Statement (page 29)
- ☐ 5: Operational concepts and Plans (page 13)
- ☐ 6: Current Corporate Financial Statements (page 13)
- ☐ 7: Resumes of key Corporate Personnel Assigned to Project (page 14)
- ☐ 8: List of Golf Courses Managed by proposer (page 15)

2. _____ **Envelope #2: "Price"** (1) original, (7) copies and (1) CD version of the proposal (tabbed and indexed, must be in the following order)

Price:

- ☐ 1: Management Fee: (page 14)
- ☐ 2: Capital Improvement Plan (page 14)

SECTION 00100

INTRODUCTION AND GENERAL INFORMATION:

The City of Port Orange, Florida ("City") is seeking Proposals from qualified firms or individuals that are interested in providing management services for the City-owned Golf Club at Cypress Head. Proposals will be accepted from firms or individuals that have demonstrated experience in managing, leasing, and operating golf courses ("Proposer"). Experience in operating a public or municipal golf course is preferred.

The Golf Club at Cypress Head ("Club") is an eighteen-hole golf course that plays to a par 72 at 6,832 yards. It was constructed in the early 1990's using an Arthur Hill/Mike Dasher design that provides the general public with excellent playing conditions (greens, fairways and tees) and a balanced approach to challenges such as water hazards, bunkers, and traps. The greens, fairways, and tees are all meticulously maintained to provide the best possible playing conditions for the Club's customers. The Club also offers two practice putting greens, practice bunkers, and a lighted driving range, which includes target greens at various distances.

The Club has a fully stocked pro shop that offers all visitors a good selection of quality merchandise at affordable prices. The pro shop carries the latest equipment, apparel, and accessories in the golf industry. The Club utilizes an automated operating system that includes a point of sale for all merchandise, cart fees, rounds of golf, and other pro shop sales. It also provides for recording and tracking inventory.

The Cypress Head Bar and Grill offers a relaxing atmosphere with a varied menu of Continental and American cuisine. It has a fully stocked bar and a banquet facility that can handle groups as large as 200. The kitchen is equipped with all necessary commercial appliances like the griddle, char-broiler, ovens, deep fryer, walk-in refrigerator, industrial dishwasher, and the like. The liquor license is currently in the name of the Club.

The cart barn and the clubhouse have just been re-painted and the fascia board on both buildings has been repaired and replaced with aluminum. The maintenance facility is equipped with all of the modern tools and equipment needed to support the maintenance operations. Automated calibration equipment and reel sharpeners are already in use, lifts for tractors and mowers are installed, and sufficient storage areas exist for tools, fertilizers, seed, and parts inventory. A new fleet of golf carts was purchased in October 2011.

SECTION 00110

SCOPE OF SERVICES FOR LEASE PROPOSALS:

It is the intent of the City to acquire the services of an individual or firm to manage and operate the Club as a premiere public golf facility. The City is interested in maintaining a private/public partnership that will help the City operate its municipally-owned golf course. The company that is awarded a Management and Operations Contract ("Contract") by the City will then be expected to operate the Club in such a manner as to provide the residents of Port Orange and the general public the best golfing experience possible at an affordable price.

The City will accept proposals from interested parties that have at least the following minimum qualifications:

1. Have a minimum of five (5) years of experience within the last ten (10) years in the following golf related fields:
 - a. Total management and operation of a golf course facility similar to the quality maintained at the Club;
 - b. Pro shop operations, including driving range, merchandise sales, and golf cart operations. The City requires that the Proposer employ or contract with a "Class A" PGA professional to be on staff at the Club; and
 - c. Golf course maintenance operations. The City requires that the proposer employ a fully qualified and experienced individual (at least five (5) years as superintendent) that can effectively maintain and care for the Club in keeping with USGA standards and the specific standards identified in this RFP (preference given to experience in Florida).
2. Possess and demonstrate a record of financial responsibility commensurate with the obligations contemplated under this RFP.
3. Possess a competent record of employment or history of contract service in the operation of a similar golf facility as verified and supported by references, letters, and other necessary evidence from all employers and/or public agencies.

Operational Concepts

The Proposer that is awarded a Contract by the City will be expected to manage the Club and all of its operations consistent with modern management trends in the golf industry. The City desires to offer the public challenging playing conditions, meticulously manicured greens, fairways, and tees, and all other golf services that may be sought by the Club's patrons. It is up to each Proposer to fully describe their approach to the specific issues outlined in this RFP. See "Exhibit A" for a description of the required maintenance standards.

The Club has already established a number of operating policies and guidelines that are used in the decision making process of the Club's management team. These include bylaws, golf services policies, financial and accounting policies, maintenance policies, rate resolutions, defining the number and types of pre-paid annual passes that are sold, and establishing annual trail fees. The Club has a great relationship with the Men's Golf Association and the Women's Golf Association, as well as the Homeowner's Association of the Cypress Head Subdivision. These relationships have evolved over time and are founded in the implementation of the policies and procedures in place today. The City wants to ensure that these relationships are continued in the same spirit.

Since the Club is currently an Enterprise Fund of the City it is intricately involved in the annual budget development process (operating and capital) and is accounted for in the City's annual audit. The Club will acquire the services of an independent auditor to perform its audit separately, which is then "rolled" into the City's audit. The successful Proposer will be expected to prepare and present an annual operating and capital budget to the City each year in accordance with the budget calendar established by the City. The City operates under a fiscal year that begins October 1 and ends September 30 of each year. Proposers will be expected to operate under the same fiscal year.

The projected number of rounds played at the Club during fiscal year 2012 is 54,000. Approximately 15% of those rounds are played by the Club's annual play pass holders. The pro shop is expected to generate about \$1,000,000 from sales of greens fees, annual play pass holders, cart rentals, driving range, merchandise, and handicap fees. The food and beverage department is budgeted to generate \$290,000. More detailed information on the Club's financial history will be provided to all Proposers that attend the mandatory pre-proposal conference.

Marketing Plan

It will be the responsibility of the Proposer to develop and submit to the City a five-year marketing plan for the Club. The plan should identify target markets, establish goals and objectives for increasing the use of the driving range, golfing instruction, increasing sales in the pro shop, bar and grill, and increasing the number of rounds of golf.

Proposers should identify what media will be used to disseminate information about the Club's services. Performance indicators must be included in the marketing plan so the City can judge the performance of the Proposer in achieving the stated goals each year of the plan.

SECTION 00120

PROPOSAL EVALUATION

The City Council will evaluate proposals based on the criteria established in this RFP and will be responsible for reviewing and evaluating all proposals submitted. If submittals are received from five (5) or fewer Proposers, the City Council will interview and rank each. If greater than five (5) Proposers submit, the City Council will establish a "short list" of proposals they deem to be most advantageous to the City and will interview and rank those firms and/or individuals that were included on the "short list." Notwithstanding the above, the City Council reserves the right to conduct all interviews and oral presentations by any or all Proposers. The City Council is not bound to accept the top ranked proposal. It is the sole authority of the City Council to select the proposal that best fits the intent and desires of the City Council in regards to providing management and operations services at the Club.

Evaluation Criteria

1. Proposer's Experience and Capability (25 points)

- a. Proposer's demonstrated financial stability.
- b. Proposer's demonstrated operational capabilities stressing the ability to provide: comprehensive golf course maintenance services, pro shop, and food and beverage services; golf professional services; the methodology for course management and maintenance responsibilities, golf instructions, and other golf services.
- c. Proposer's verified experience in golf course operations.
- d. Proposer's demonstrated history of customer satisfaction.
- e. Proposer's verified history of compliance with obligations and responsibilities assumed for similar golf courses operations.
- f. Proposer's intended management team and proposed staffing plan.

2. City Financial Benefits (25 points)

The net expense to the City shall be based upon the proposed management fees and services identified by the Proposer in the proposal package. All firms or individuals that submit proposals for management and operations services should base their proposals on a five-year term. Options to extend the five-year agreement will be evaluated and, if agreed to by both parties may be included in the final agreement.

Award of the Contract will not be solely based on the cost of services being proposed; rather it will be based upon an extensive evaluation of criteria that includes qualifications of the firm and the senior staff assigned to the Club, methodology and management approach, understanding of the Club's municipal operating environment and the City's intent to keep it public, technical superiority, financial stability, and references. The results of this comprehensive evaluation will be the basis for determining which Proposal best fits the City's expectations.

3. Service Program (25 points)

- a. The nature and extent of the golf programs and related services to be offered.
- b. The Proposer's intended approach toward achieving and measuring customer satisfaction.

- e. The nature and extent of golf course, building and facility maintenance programs.
- d. The nature and extent to which the Proposer intends to maximize public use of the premises and the facilities.
- e. The proposed staffing plan for all operations. It is important to differentiate between full and part time positions, corporate employees and Club employees.

4. Understanding the Project and the City's Intent (25 points)

Proposers must clearly state their understanding of the City's intent to operate the Club in such a manner as to provide the public with excellent playing conditions and affordable services and products. It is necessary to recognize the need to balance that expectation with the desire to operate the Club strictly on a for-profit basis. Proposers should describe how they intend to strike that balance between providing the residents of Port Orange affordable golf and the desire to generate profits. It is also very important that each Proposer insure full accountability of all public assets and policies. Proposers should indicate how they envision transitioning into management of the Club to minimize or eliminate any disruption to the players and customers.

The City will in no way be obligated to subsidize or support the operation of the Club by the successful Proposer. The City will not pledge any revenues, taxes, fees, or other financial resources to pay expenses incurred by the firm that enters into the Contract with the City. The Club is an Enterprise Fund of the City and as such it must be able to pay all of its financial obligations, including operational expenses and debt from its own operating revenues. It will be the complete responsibility of the successful Proposer to insure that the Club operates in a financially responsible manner.

SECTION 00130

PROPOSAL FORMAT

The complete original proposal, seven (7) copies and one CD version must be submitted in a sealed package and received by the City no later than **May 2, 2012**. All proposals shall be clearly marked **RFP for Management Services for the Golf Club at Cypress Head**. Proposers shall file all documents necessary to support their proposal in the format provided and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals prior to the date and time specified and to the following individual during regular business hours:

Tom Cinefro
Purchasing Coordinator
City of Port Orange
1000 City Center Circle
Port Orange, Florida, 32129

It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time. NO LATE Proposals will be accepted or considered.

Unless otherwise specified, Proposer's shall use the proposal forms supplied by the Purchasing Division. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 p.m.**, on the date indicated in the proposal documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms; it will be evaluated and deemed responsive or non-responsive. All proposals deemed non-responsive will be returned to the proposer and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive proposers will be opened and read aloud at 3:00 P.M., the same day. Proposals (Envelope #1 and #2, respectively) shall contain one (1) original and seven (7) copies, and one (1) electronic copy unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

The following list of headings is provided as a method of cataloguing requested information for comparative purposes.

- 1) Operational Concepts and Plans
- 2) Current Corporate Financial Statements
- 3) Management Fee
- 4) Capital Improvement Plan
- 5) Resumes of Key Corporate Personnel Assigned to Project
- 6) List of Golf Courses Managed by Proposer

A more comprehensive description of the information requested in each of the topic areas is described below. Please keep in mind that the body of this RFP contains many references to important information a Proposer must supply to the City in their proposal. It is the sole responsibility of a Proposer to read each section carefully and provide the City with all of the information requested in this RFP.

1. PROPOSER'S OPERATIONAL CONCEPTS AND PLANS

The Proposer must describe in detail the proposed management plans and methods, its financial commitments (if any), and plans in regard to the following:

- A. Overall statement of operational plans for the Club, including transitional plans.
- B. Overall statement summarizing the existing and future operating environment of this public golf course.
- C. Detailed description of management approach and plans for:
 - 1. Course Maintenance and Improvement
 - 2. Capital Improvement Program (greens, fairways, tees, and buildings)
 - 3. Golf Cart Rental Program
 - 4. Food and Beverage Services (including banquets)
 - 5. Pro Shop Operation
 - 6. Golf Professional and Instructions
 - 7. Junior Golf Program
 - 8. Tournaments and Special Events
 - 9. Driving Range
 - 10. Men's and women's golf associations
 - 11. Staffing Plan
 - 12. Use of starters and rangers
 - 13. Pace of play regulation
 - 14. Marketing strategies and plans (golf, food/beverage, and merchandise)
 - 15. Any other new programs

Proposers should submit copies of policies and procedures, organizational charts, job descriptions, etc. that they use in their everyday effort to improve the businesses they are responsible for managing. The Proposer hereby acknowledges that these attachments and statements are an integral part of the proposal and as such are truthful and complete. Furthermore, Proposer affirms its liability to the City in carrying out its proposed operational concepts, financial commitments and plans, should it be the successful Proposer.

2. CURRENT CORPORATE FINANCIAL STATEMENTS

Each Proposer is required to submit a true copy of their current financial statements or the most recent independent audit report of the Proposer. The City will use this and other information to make an informed judgment of the financial stability of the Proposer. Proposers are encouraged to fully discuss

their financial profile and offer the City insight into their capacity to obtain financing for large-scale projects and equipment purchases.

3. MANAGEMENT FEES

Fee Proposal Instructions: Each Proposer must submit a description of the management fees they propose the City pay for their services. Proposers will provide, at a minimum, the requested information in the form described below. More complete narrative descriptions of the Proposer's offer are encouraged. Proposers are not limited to only proposing a monthly management fee. The City will accept fee proposals that include alternative approaches to the base management fees, such as profit sharing and other performance incentives so long as they are in compliance with the Internal Revenue Code requirements attached as "**Exhibit B**".

The Proposer agrees to provide management and operational services at the Club for the following fees:

Year 1 \$ _____ Year 5 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 4 \$ _____

* Proposers must identify the financial relationship that will exist between the corporation and the Club. Include a description of the methods used to transfer funds from the Club's operating accounts to corporate accounts, what amounts will be transferred, and how often will the transfers be made.

4. CAPITAL IMPROVEMENT PLANS

The undersigned agrees that the annual dollar amount of Capital Improvements shall not be less than:

Year 1 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 4 \$ _____
Year 5 \$ _____

It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the Club. The successful Proposer will be expected to insure that the minimum amount for capital projects is adequately funded within the annual operating and capital budget approved by the City each year. Proposals should also include a description of the projects they believe will be necessary to maintain the long-term viability of the Club.

5. RESUMES OF KEY PERSONNEL ASSIGNED TO THE CLUB

Proposers must include a resume of each officer or employee that will be responsible for managing the Club under the terms and conditions of the ensuing contract. All resumes for any corporate employees, agents or assigns that may have any interest in the Club or the ensuing contract must also be included.

6. LIST OF GOLF COURSES MANAGED BY PROPOSER

Provide a comprehensive list of golf courses owned or operated by the Proposer (over the past five years), its officers or employees and the individuals that will be assigned to the Club. Be sure to include contact information. If Proposers have conducted surveys to determine customer satisfaction at those facilities please include that information in your Proposal package.

SECTION 00140

GENERAL TERMS AND CONDITIONS

Some of the following terms and conditions will be applicable to the proposal process while others are provided as insight into the contractual obligations that will be expected when a final agreement is negotiated. The successful Proposer will be expected to enter into contract negotiations with the City to identify the entire contractual relationship that will exist.

1. Request for Additional Information: Prior to the final selection, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications to perform under the terms of this RFP and subsequent Contract.
2. Denial of Reimbursement: The City will not reimburse Proposers for any costs associated with the preparation and submittal of any proposal.
3. Right of Rejection and Clarification: The City reserves the right to reject any and all proposals or parts of proposals and to request clarification of information from any Proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
4. Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
5. Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.
6. Right of Negotiation: The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.
7. Indemnification and Insurance Requirements: In consideration of the Contract, if awarded, the successful Proposer agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of this RFP.

The successful Proposer shall hold harmless, indemnify and defend the indemnities (as herein defined) against any claim, action, loss, damage, injury, liability, cost or expense whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Contract (including goods and services provided thereto) by or on behalf of the successful Proposer, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: the City of Port Orange and its members, officers and employees.

Prior to award, the successful Proposer has five (5) business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage may cause the successful Proposer to be considered non-responsive and not eligible for award of the Contract. The insurance coverage and limits shall meet, at a minimum, the specifications of the insurance currently in place and as more explicitly described on the Club Insurance Program pages 1, 3-14 and Statement of Values, attached as "**Exhibit C.**" Any variations to these specifications must be explained. Neither approval nor failure to disapprove the insurance furnished by the successful Proposer shall relive the Proposer of its full responsibility to provide insurance as required by the Contract.

8. Cancellation of Insurance: No change or cancellation in insurance shall be made without thirty (30) days written notice to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within five (5) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached which shall justify the termination thereof.
9. Protection: Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.
10. Coordination with the City: The Proposer shall fully coordinate its activities in the performance of the contract with the City and shall meet with the Golf Advisory Board on a monthly basis. As the work of the Proposer progresses, advice and information on matters covered by the contract shall be made available by the contractor to the City throughout the effective period of the contract.
11. All material developed or acquired by the Proposer as a result of work under the contract shall become the property of the City when the contract expires or is terminated. No material or reports prepared by Proposer shall be released without the prior written consent of the City.
12. Conflict of Interest: No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.
13. The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the Contract.
14. Independent Contractor: The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance,

minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

15. Termination: The City may cancel the Contract at any time for breach of contractual obligations by providing the Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
16. Licenses, Permits and Taxes: The Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, or the U.S. Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation of the golf course. The Proposer shall also be solely responsible for payment of any and all taxes levied on the operation including sales and use tax, real estate and personal property tax.
17. Contract Monitoring: The management and operation of the golf course will be subject to routine monitoring by a City Contract Administrator. The indirect costs associated with this position and City oversight will have to be borne by the successful Proposer. Those costs will be calculated annually during the budget development process, provided to the successful Proposer, and will be considered as an operating expense of the Club. There will also be an annual review before the City Council. Such annual review is to occur within ninety (90) days of end of the fiscal year and will include audited financial statements, maintenance performance, course usage and activities, capital improvements, facilities maintenance, and future programs.
18. Applicable Laws: In connection with the furnishing of supplies of performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable.
19. Non-discrimination: There shall be no discrimination as to race, sex, color, creed or national origin in the operations referred to by this RFP; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the premises. All facilities located on the premises shall be available to the public, subject to the right of the Proposer to establish and enforce rules and regulations to provide for the safety, orderly operation, and security of the facilities.
20. Reports: Monthly reports of activities shall be submitted to the Director of Parks and Recreation by the 15th of each month. Reports can be in the form developed by the Proposer and approved by the Director of Parks and Recreation. Reports to be submitted include but are not limited to the following
 - 1) Gross Revenue Statement
 - 2) Sales Tax Report

- 3) Staff Vacancies
- 4) Maintenance Conditions Report
- 5) Rounds of Golf
- 6) Expenditures Statement

Within ninety (90) days after each fiscal year an annual report of the golf course activities, revenues, improvements and conditions must be prepared by the Proposer for review by the City Council and will include but are not limited to the following:

- 1) Revenue Report
- 2) Capital Improvement Status
- 3) Equipment Inventory
- 4) Organizational Chart
- 5) Rounds of Golf Report
- 6) Expenditures Statement broken out by standard expenditure classifications*
- 7) Marketing Plan and Performance Report
- 8) USGA Turf Advisory Report

*Said statement shall be certified as true, accurate and complete by the Proposer, by and through a duly authorized independent Certified Public Accountant. The City may take any action necessary to monitor the progress of the contractor if deemed in the best interests of the City.

21. Records, Accounts and Audits: The Proposer shall keep on the Premises, or such other place within Volusia County, Florida approved by the City, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the Premises and shall give the City access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts.

Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Proposer's gross receipts pursuant to generally accepted auditing standards. The City's Internal Auditor or designee shall have the right, during regular business hours to audit, inspect, examine and copy the Proposer's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Proposer's revenues thereunder throughout the term of this agreement and for three (3) years following its expiration or cancellation.

22. Existing Contracts: Proposer acknowledges that the City has entered into certain contracts for tournaments to take place after the commencement date of the term of this Agreement and has entered into a Golf Cart Lease Contract. Proposer shall assume, observe and agree to be bound by the provision of those contracts.
23. Closing of Facilities: If closure of the facilities is due to fire damage, flood, civil disorder, acts of God, etc., to some, but not all, of the facilities, the City will allow prorated adjustment of quarterly payments up to the time the damage is repaired. Payment shall be continuous and uninterrupted and any adjustment shall be made by a credit applied to the monthly payment.

24. Intent: It is the intent of these specifications to grant to the Proposer the right to manage, operate and maintain the Club located at 6231 Palm Vista Street, Port Orange Florida.
25. Beginning of Operations: The successful proposer must assume all operations no later than October 1, 2012, unless otherwise agreed upon.
26. Hours of Operation: During the term of the Agreement, the facilities shall be open and properly staffed seven (7) days per week, with appropriate hours to serve golf patrons and the general public. Operation hours shall be submitted for approval.
27. Managerial Services: The Proposer shall have an experienced manager or managers on the premises at all times. Should any vacancy occur in the position of course manager or course maintenance superintendent, Proposer will advise the City in writing fifteen (15) days in advance of hiring as to the identity and the qualifications of any person whom the Proposer intends to place in such vacant position. The City reserves the right, at its sole discretion, to disapprove any such selection.
28. Proposer's Employees: All full time and part time employees at the Club will be required to submit to a drug screening. Employment of any convicted felon must be approved by the City Manager.

Conduct of the employees of the Proposer shall be subject to reasonable regulation by the City. All employees shall observe all the graces of personal grooming.

29. Course Operations: Proposer shall observe and comply with all of the City's existing policies concerning advance registrations, tournaments, men's and women's clubs, green fee discounts, use of the City's golf course by juniors, high school and college students and seniors, and starter services. Proposer shall not change any of said policies nor institute new policies without first obtaining the written consent of the City.
30. City Reservation: The City reserves the right to utilize the Club for City organized events for a minimum of four (4) days per year. The City will not be obligated to pay the greens and cart fees for those events. The dates and times of the events will be negotiated between the successful Proposer and the City. The City also reserves the right to utilize the banquet facilities for ten (10) gatherings per year for City organized affairs. The City will pay for food and beverages provided at the events at direct cost. No overhead expense (including personnel) or profit margin can be built into the cost of services.
31. Disclosure of Information: The Proposers who attend the Mandatory Pre-proposal Conference will be provided the opportunity to tour the Club and all of its property, ask questions of City and Club staff, seek clarification of requested information or the RFP process, and will receive a packet of current and historical financial and operational data.
32. Questions: All prospective Proposers are hereby cautioned NOT to contact any member of the City of Port Orange, the City Council, nor any member of the any evaluation or evaluation committees that may be appointed. Any questions concerning the RFP package shall be submitted in writing by email, fax or mail to Tom Cinefro, Purchasing Coordinator, tcinefro@port-orange.org, fax 386-756-5376, or 1000 City Center Circle, Port Orange, Florida

32129. No representation from any individual in the City is binding unless expressly stated to or by the City. Any attempt to lobby or persuade the result of the process through any other channels shall result in disqualification.

33. Submissions Deadline: Proposal packages are due no later **May 2, 2012 at 2:00 p.m.** The City of Port Orange will NOT accept or consider any late submittals. Please make sure that your proposal package is received by the Purchasing Coordinator, Tom Cinefro, 1000 City Center Circle, Port Orange, Florida 32129, no later than the specified date and time.

Due to the timing of mail service, the City cautions proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Proposals received after the established deadline shall not be considered.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Any proposal received after **2:00 p.m.** (local time), **May 2, 2012** will not be considered and will be returned unopened. Proposals, once received, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Unless otherwise specified, Proposer's shall use the proposal forms supplied by the Purchasing Division. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 p.m.**, on the date indicated in the bid documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the bidder and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive bidders will be opened and read aloud at **3:00 P.M.**, the same day.

Proposals (Envelope #1 and #2, respectively) shall contain one (1) original and seven (7) copies, and one (1) electronic copy unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

34. All proposal packages must be submitted in a sealed envelope clearly marked **"RFP 12-11 Management Services for the Golf Club at Cypress Head"**. The name of the Proposer and the address of the Proposer must also be clearly identified on the outside of the envelope.
35. Waiver Rights: The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in the proposals received whenever such waiver or rejection is in the best interests of the City and/or it doesn't meet the minimum requirements set forth. All reasonably responsive proposals will be considered. However, the City reserves the right to waive formalities or informalities in proposals, to reject, with or without cause, any or all proposals or

portions of proposals, or to interview or not interview individual proposers, and to accept any proposal(s) or portions of proposals deemed to be in the best interest(s) of the City.

36. Conduct of proposers: All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Proposal Evaluation Committee, City Council members, or staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a proposer. All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Proposal Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified submitters. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be channeled through the Office of Purchasing. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, CRA members, City Council members and the CRA Proposal Evaluation Committee during a public meeting shall not be considered a violation of this requirement.
37. Public Records: Florida Statutes 119.071(1)(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, *portions of such meetings* may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing bidders, but the new law makes it more difficult to observe the entire decision making process until after the records become available for inspection and copying.
38. Separation and distribution: This RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of RFP #12-11 at: www.demandstar.com
In addition, vendors may obtain a PDF version of the RFP Proposal by submitting an Email request directly to: Tom Cinefro, Purchasing Coordinator, E-mail: tcinefro@port-orange.org

39. Additional information/Addenda: All questions concerning this RFP must be submitted In Writing no later than **5:00 p.m.** on **April 26, 2012** to:

Tom Cinefro, Purchasing Coordinator
1000 City Center Circle, Port Orange, FL 32129
tcinefro@port-orange.org

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

40. Late proposals, late modifications and late withdrawals: Proposals received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Proposal Due Date are also late and shall not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and shall not be considered.
41. RFP Postponement/Cancellation/Waiver of Irregularities: The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise this RFP for new proposals; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP, or to accept that proposal which best serves the interest of the City.
42. Cost incurred by proposers: All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment shall be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Council.
43. Proprietary Information: Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

44. Rules, Regulations and Licensing Requirement: The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.
45. Review of Proposals: Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive. The City Council will review and evaluate all proposals submitted in response to this RFP.
46. Records/Audit: The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.
47. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
48. Legal Requirements: Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to RFP hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
49. Public Entity Crimes Statement: Proposers are hereby notified about Section 287.133(2)(a), Florida Statutes, which requires that:

"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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

50. State Licensing requirement: All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State Of Florida’s Department of State.

The offeror shall have, prior to making this offer, met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation which evidence such qualifications with your response to this RFP; and, that the offeror shall provide follow-up evidence that the contractor maintains such credentials throughout the period of the agreement.

A copy of a current certificate of authority from the Secretary of State authorizing your company to do business in the State of Florida; or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to this RFP. Information concerning certification with the Secretary of State can be obtained at <http://ccfcorp.dos.state.fl.us/index.html>.

51. Use of proposal forms: Proposers should complete the appropriate Proposal Form(s) included in the RFP. All blanks on the Proposal Forms should be completed. If a question or confirmation is not applicable, it should be answered with an "N/A.”

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Proposal Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the proposal. The original proposal, and each copy submitted, should contain an original signature on the Proposer’s Acknowledgement Form contained in each Proposal Form.

52. Irrevocability of proposal: Each proposer agrees that proposals shall remain open until the effective date not to exceed 60 days after selection, shall not be subject to revocation, and shall be subject to the City Council’s acceptance of a contract with the proposer.

53. Contract: The City anticipates entering into a contract with the proposer within one hundred twenty (120) days after selection has been made. The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the City Council and executed by all parties. All proposers shall honor their proposal for 120 days after selection of the first proposer.

54. Hold harmless/indemnification provision: Upon execution of a contract, the successful proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This contract requirement shall be reflected in the insurance coverage certificate.

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____ by signing below hereby certifies that neither he/she nor the firm of _____ is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: _____

President/Authorized Agent or Official

Witnessed By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012,

by _____, President, Authorized Agent or

Official of _____ a Florida Company, who is personally known to me or

who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

SECTION 00180

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By Signing this form, the bidder agrees that this bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. UMBER: _____

NO bid may be withdrawn for a period of sixty- (60) days subsequent to the submittal of the bids, without the consent of the City of Port Orange.

NO BID (REASON):

SECTION 00190

DRUG FREE/TIE BID PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

Section 00200

TIMELINE:

Release RFP to proposers (date of publication/notice)	April 2, 2012
Pre-Proposal Conference (mandatory)	April 11, 2012
Deadline for Questions	April 26, 2012 5:00 p.m.
Proposal Submission Deadline (envelope #1 & 2)	May 2, 2012 2:00 p.m.
Interviews & Ranking of Proposals (if 5 or less Proposers) OR Shortlisting of Proposers (if greater than 5 Proposers)	May 8, 2012
Interviews & Ranking of Shortlisted Proposers (if needed)	May 29, 2012
Approval of Selected Proposer (date of selection)	June 5, 2012
Negotiation (no later than)	August 7, 2012
City Council consideration of contract	August 17, 2012

PRE-SUBMITTAL MEETING:

A pre-submittal meeting will be held at **10:00 a.m.** on **April 11, 2012** at the Port Orange City Hall, City Council Chambers/1st Floor, 1000 City Center Circle, Port Orange Florida 32129. Attendance is **mandatory**. Please note: This shall be a public meeting and shall be an opportunity for prospective respondents to directly address City staff regarding this RFP.

SECTION 00210

EXHIBIT "A"

Maintenance Standards for the Club

Greens, Fairways, and Tees

One of the most important components of providing exceptional services to the golfing community is to give players a meticulously maintained course. The condition of the greens, fairways, and tees and all other areas within the property lines of the Club must be monitored daily and maintained to United States Golf Association (USGA) standards. The greens have been designed and constructed in accordance with USGA standards and the City expects them to be maintained accordingly. To ensure this, it will be the responsibility of the successful proposer to present an annual USGA Green Section Turf Advisory Service Report to the City Council. The successful Proposer will be required to maintain on site all of the necessary records, files, and documentation used to verify maintenance activities.

The City understands that many conditions (weather, soil, wind, disease, etc.) affect a Proposer's "routine" maintenance practices. For example, improved playing conditions may be achieved by increasing the number of top dressing applications or verticuts on the greens and fairways. The City encourages Proposers to identify a higher level of maintenance standards in their proposal package, with the understanding that the base level must be provided at a minimum. In order to evaluate proposals consistently and for future performance evaluations the following are the base maintenance standards that must be provided by each Proposer. Any deviation to the base standards the City has identified must be clearly described in full detail in the proposal package. Along with a description of a proposed deviation to the base standards, Proposers will be required to explain the reasons they want to offer an alternative approach.

I. Fertilization Requirements

GREENS

- Greens should be fertilized with a nitrogen fertilizer using a minimum of 14 lbs. per 1000 sq. ft. and no more than 16 lbs. per 1000 sq. ft. per year.
- During the overseed period (November – April) the Greens will be spoon fed @ .125 lb. per 1000 sq. ft. of Nitrogen per application.
- There should be a minimum of three granular fertilizer applications using a 4-1-2 or 2-1-2 ratio of NPK (Nitrogen, Phosphorous, and Potassium).
- One week prior to overseeding an application of granular fertilizer will be applied as a pre-plant/starter to winterize the turf and help germinate the overseed.
- During the warmer months of April through October, monthly and weekly applications of fertilizer will be applied using the 4-1-2 or 2-1-2 ratios and can be applied as granular or spray.

- Proposers may use any combination of slow release and soluble nitrogen release fertilizers as well as complete combination fertilizers.
- Phosphorous, Potassium and minor elements are an important part of turfgrass and must be applied on a program with Nitrogen. Each year the program will be submitted to the USGA Agronomist in preparation for the required annual turf grass report.
- Fertigation through the irrigation system is not an acceptable method of applying the required fertilizers. Fertigation can only be used as a supplemental form of plant nutrition and surfactant application.

TEES

- Tees should be fertilized a minimum of eight times each year. The minimum rate of application of Nitrogen and Potassium is 8 lbs. per 1000 sq. ft.
- Phosphorus should be applied eight times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

FAIRWAYS, ROUGHS, DRIVING RANGE, AND CLUBHOUSE TURF

- These areas will require a minimum of six (6) fertilizer applications per year; fertigation is not to be included in the number of applications.
- A minimum of 6 lbs. per 1000 sq. ft. of Nitrogen and Potassium are required.
- Phosphorus should be applied six (6) times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

LANDSCAPE, ORNAMENTALS, AND SHRUBBERY

- Each of these will require at least two fertilizer applications per year.

SOIL ANALYSIS

- Soil samples should be taken twice a year on Greens, Tees, and Fairways.
- Fertilizer applications may be tailored to the soil needs.
- A certified laboratory should analyze the samples and the resulting report will be used to make treatment decisions.

II. Mowing Requirements

GREENS

- Greens will be mowed on a daily basis, weather permitting.

- If Greens' mowing is skipped, it shall be recorded in the daily log and a description of the circumstances that prevented the mowing should also be provided.
- Mowing heights will be maintained on a daily basis to keep a smooth rolling surface and a stimpmeter speed of at least 9 and no more than 10.5 (stimpmeter must meet the U.S.G.A. requirements).
- This activity should be scheduled at such a time as to limit the interference of play.

TEES, FAIRWAYS, AND APRONS

- Must be mowed at least three times per week.
- Mowing heights must be maintained at .500 or lower.
- This activity should be scheduled at such a time as to limit the interference of play.

ROUGHS

- Must be mowed at least two times a week.
- Mowing heights can be maintained at 1.250" – 1.750".
- This activity should be scheduled at such a time as to limit the interference of play.

MISCELLANEOUS

- Bunker slopes, bahia grass, clubhouse turf, and all other turf areas should be mowed at least one time per week.
- During cooler months it may be acceptable mow bi-weekly.

III. Cultural Practices

AERIFICATION

Greens – are required to be aerified 3 times per year between the months of April and September. Coring tines with a minimum diameter of .500" are required to be used two of the three times. The third aerification should be done with .250" tines.

Tees and Aprons – are required to be aerified at least two times a year with .500" coring tines.

Fairways and Roughs - are required to be aerified at least two times a year with .750" coring tines.

Topdressing - is required following aerifications. Topdressing material should meet the requirements of the U.S.G.A. specifications. All cored holes and turf canopy of all greens, tees and aprons should be filled and covered.

Traffic and Wear Areas – require year round solid tine aerification to reduce compaction and matted/worn turf areas.

VERTICUTTING

Greens – are required to be verticut monthly from April through November or until overseeding takes place. Light top dressing will be applied after each verticut.

Fairways - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

Tees and Aprons - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

IV. Overseeding

GREENS

A minimum of 8 lbs. per 1000 sq. ft. of *Poa Trivialis* greens grade seed shall be applied in late October and no later than the second week of November. Prior to overseeding all of the appropriate cultural practices should take place (i.e., verticutting, topdressing, etc.).

FAIRWAYS

A minimum of 300 lbs. per acre of fairway, turf-type perennial ryegrass seed must be applied in late October and no later than the second week of November.

TEES AND APRONS

A minimum of 500 lbs. per acre of fairway, turf-type perennial ryegrass seed must be applied in late October and no later than the second week of November.

V. Chemical Program

HERBICIDES

- A post and pre emerge program should be in place prior to each weed season.
- A minimum of two pre-emerge summer weed control applications are to be scheduled between February and June.
- Products such as Ronstar, Dimension, and Pendimethalin are acceptable for these purposes and should be used in conjunction with a granular fertilizer application.
- Pre-emerge control for *Poa Annua*, escape rye grass, and winter broadleaf is also required during overseeding months.

- Post emergent control will be on an as needed basis on all turf and landscape areas such as tree rings and plant bed edges.
- Mechanical removal of all weeds is strongly recommended before herbicides are applied.

INSECTICIDES

- Preventative and post treatment programs for mole crickets, ants, all types of worms, grubs, wasps, and any other turf damaging insects are required.

FUNGICIDES

- Preventative and post treatment programs for disease are required.

VI. *Cups and Pins*

- Cup locations should be changed at least seven (7) times a week.
- Cups should be moved at least twenty (20) feet from previous location.
- Cups should be replaced at least two (2) times a year and painted on a bi-weekly basis.
- Pin locations are affected by many factors. Proper placement of the pins requires judgment and knowledge of the game. The USGA recommends that the pin be placed at least five (5) paces from the nearest edge of the green. Pins should not be placed in tricky positions.
- The pin should be placed according to the design of the hole. For example, for long shots with a wood or low iron, pins should be placed far enough from the front and sides to accommodate the required shot and provide adequate room to put.

VII. *Repairs*

- Repair all ball marks, divots, and other damaged turf on greens and practice greens daily.

VIII. *Cart Paths*

It will be the responsibility of the Proposer to maintain the concrete cart paths throughout the course. The paths must be maintained free of all debris and weeds. All repairs to the cart path must be accomplished in a timely manner so as to provide a safe route for moving about on the course. Proper herbicides will be applied and routine edging will be required to accomplish this requirement. Erosion control will also be necessary in some areas to avoid degrading the integrity of the paths.

IX. Irrigation

It shall be the responsibility of the Proposer to insure that all of the equipment required to irrigate the golf course is maintained in good repair. The Club uses reclaimed water from the City's wastewater system in its routine irrigation practices. The source of the water used for irrigation is surface water obtained from the ponds on the property, one of which is the receiving pond for the re-use water.

Proposers will be expected to repair and replace all heads, valves controllers, pumps, wiring, and lines as needed to keep the proper operation of the irrigation system on the entire golf course. The greens, fairways, and tees will be irrigated as is necessary to insure the best playing conditions and support proper growth of the turf. Many conditions affect the frequency and amount of irrigation used in each application. It will be the responsibility of the Proposer to determine this frequency. The USGA annual turf advisory report provided by the Proposer to the City each year will provide an independent assessment of how well the successful Proposer performed this and other maintenance requirements set forth by City policies.

X. Fleet Maintenance and Golf Carts

The City acquires most of the capital equipment used in the operations of the golf course on behalf of the Club and then leases the fleet to the Club. The maintenance equipment and the golf carts therefore are not a part of the Club's inventory, rather it is on the City's inventory. A new fleet of golf carts was purchased in October 2011. The City wants all Proposers to be aware of this pre-existing obligation and recognize that the annual lease payments are established each year during the City's annual budget development process. The City will entertain offers to purchase the equipment and carts.

Fleet maintenance is an integral part of maintaining the playing conditions of the course. Therefore, it will be the sole responsibility of the successful Proposer to maintain the equipment in good working order and service the equipment when required. It is imperative that each Proposer insures that the equipment used by the staff is in the best shape possible. This will require warranty enforcement, repair and maintenance of damaged equipment, such as hydraulic leaks, calibration problems, tires, and many other equipment problems. Equipment operators must be trained in the use and care of all such equipment and must be alert to operational problems that occur while on the course. Avoiding damage to the greens, fairways, and tees from operator errors and poor fleet maintenance practices is an important aspect of maintaining the course in top playing shape.

Therefore, proposals must include a description of the Proposer's preventative maintenance and equipment operator training programs in the Operational Concepts section of the proposal package. Also, the proposal package must identify the recommended renewal and replacement program for the equipment and carts.

XI. Facility Maintenance

It will be the sole responsibility of the Proposer to insure that all of the Club's facilities (clubhouse, restaurant, cart barn, maintenance facility and course restrooms) and buildings are maintained in a manner consistent with a first-class destination and a premier municipal golf course. Cleanliness of the grounds around the facilities and the exterior and interior of the buildings must be maintained to a level

that is satisfactory to the City. The normal routine maintenance of the facilities must be designed to keep the premises in a good state of repair, free from hazardous conditions and deterioration, thus providing a comfortable and safe environment for all visitors and patrons of the Club. This will include, at a minimum:

1. repairing and maintaining
 - a) the HVAC system
 - b) kitchen equipment
 - c) range ball dispenser
 - d) range lights
 - e) electrical system
 - f) security systems
 - g) plumbing
 - h) buildings
 - i) fences
 - j) parking lot landscape irrigation
 - k) entrance sign and other signage
2. repairing and replacement of all office and restaurant furnishings, including window treatments
3. trash and rubbish removal
4. providing full utilities to all buildings
5. providing janitorial services

XII. Lake Maintenance

The costs associated with lake maintenance will be the responsibility of the successful Proposer; however, the City's Public Works Department will oversee the lake maintenance and vendor contract since some of the lakes are included in the original mitigation plan approved by the State of Florida Department of Environmental Protection. It is imperative that the lakes are maintained in accordance with applicable laws, rules and regulations.

SECTION 00220

EXHIBIT "B"

The Golf Course facility was financed with tax-exempt bonds. Accordingly, proposals must comply with the Internal Revenue Code requirements relating to "qualified management contracts".

General Requirements for Management Contracts. A Qualified Management Contract must:

1. Provide for reasonable compensation for services with no compensation based in whole or in part on a share of the net profits on the operation of the facility. The compensation can be based upon increases in gross revenues (or adjusted gross revenues), or reductions in expenses is permissible, but the arrangement may not be based upon both increases in gross revenues and any portion of the expenses.
2. The term of the contract cannot exceed 80% of the reasonably expected useful life of the property. Due to the proposed length of the contract, this is unlikely to be of concern in the context of the Golf Course.

Permissible Arrangements. The permissible arrangements are generally based upon the concept of some portion of the compensation's being a periodic fixed fee. Periodic fixed fee means a stated dollar amount for services rendered during a specified period of time. For example, \$1,000 per month is a periodic fixed fee. The dollar amount may be adjusted in accordance with a specified objective standard such as the consumer price index. A fixed fee is contrasted to a capitation fee (based upon the number of persons) or a per unit fee (based upon the number of units of an item provided or sold), both of which are not periodic fixed fees. A second concern is the term of the arrangement and this will include renewal options where the service provider has a right to renew the contract. A right on the behalf of the City to renew the contract, or a renewal which must be mutually agreed upon, will not constitute a renewal option (even if it expected to be renewed).

The permissible arrangements are as follows:

- (i) 95% fixed fee — 15 years. At least 95% of compensation to the manager for each annual period during the term of the contract is based upon a periodic fixed fee. The term of the contract must not exceed 15 years.
- (ii) 80% fixed fee — 10 year term. At least 80% if the compensation to the manager for each annual period during the term of the contract is based upon a periodic fixed fee. The term of the contract must not exceed 10 years.
- (iii) 50% periodic fixed fee — 5 year term. The contract must be terminable by the service provider upon reasonable notice, without penalty or cause, at the end of the third year if the contract term.
- (iv) Per unit fee — 3 year term. All of the compensation is on a per unit fee basis or combination of a periodic fixed fee on a per unit basis. Term of the contract does not exceed three years and the contract is terminable by the manager on reasonable notice without penalty or cause at the end of the second year of the contract term.

SECTION 00230

EXHIBIT "C"

CLUB INSURANCE PROGRAM

PREPARED FOR:

City of Port Orange DBA The Golf Club at Cypress Head, Inc.

6231 Palm Vista Street

Port Orange, FL 32128

07/01/2011- 07/01/2012

Presented by:

Town & Country Insurance Agency, Inc.

Program Manager:

Bollinger Inc.

101 JFK Parkway

Short Hills, NJ 07078

(800) 446-5311

CLUB INSURANCE PROGRAMS COVERAGE SUMMARY

PACKAGE POLICY

PROPERTY COVERAGE

Coverage protects your Club against direct and consequential loss resulting from a covered cause of loss. Coverage is provided on a special club form unless otherwise noted.

- ◆ Blanket Building & Personal Property \$ 2,276,200
- ◆ Deductible* \$ 2,500

*Windstorm/Hail Deductible- 5% of each building/contents subject to a \$100,000 minimum per occurrence, each location will apply ONLY to those occurrences designated as Named Storms.

Risk of direct physical loss to building and personal property, includes bridges, towers, pipes, dams, exterior light fixtures and poles, inground sprinkler systems and equipment, tennis courts, televisions and radio satellite dishes and antennas, fences, bulkheads, pilings, piers, wharves, docks, retaining walls, roadways, walks, patios, other paved surfaces, outdoor signs, lightning detection/warning systems, foundations and swimming pools. Includes risk of direct physical loss the personal property of others. Includes coverage for Members Bags and Clubs while in the care, custody and control of the club. Coverage is provided on a replacement cost basis.

- ◆ Golf holes meaning tees, driving ranges, cut fairways, greens, grass and sand bunkers, cut and maintained roughs and other cut and maintained playing surfaces, not used in the maintenance and repair of the golf course and is covered on a "special perils" based upon the extent that they are covered causes of loss in the policy. These perils include fire, lightning, explosion, riot or civil commotion, aircraft, vehicles, vandalism, windstorm or hail and the weight of ice and snow. \$ 1,000,000

- ◆ Windstorm & Hail Deductible for Golf Holes /Named Storm \$150,000
per occurrence/each location

- ◆ Windstorm & Hail Deductible for Tree Debris Removal /Named Storm \$ 150,000
per occurrence/each location

- ◆ Includes golf clubs, bags and golf equipment of others while on the insured's premises, but not in the care, custody and control of the club not to exceed \$2,500 any one bag and set of clubs

Deductible: \$500

COVERAGE EXTENSIONS

Limits of Insurance At Each Location

◆ Newly Acquired or Constructed Buildings	\$ 2,000,000
◆ Newly Acquired Business Personal Property	\$ 1,000,000
◆ Debris Coverages (including removal of trees)	\$ 250,000
◆ Back-up of Sewers and Drains	\$ 250,000
◆ Building Alterations	\$ 100,000
◆ Valuable Papers and Records - Cost of Research	\$ 300,000
◆ Accounts Receivable	\$ 300,000
◆ Accounts Receivable in transit	\$ 25,000
◆ Club Professional Replacement Expense	\$ 50,000
◆ Business Income and Extra Expense	\$ 50,000
◆ Food Contamination Coverage	\$50,000
◆ Electronic Data Processing Equipment (Computer)	\$250,000
◆ Electronic Data Processing Equipment and Media (Media, Electronic Data and Programs)	\$ 100,000
◆ Fine Arts	\$ 50,000
◆ Fine Arts in the course of transit	\$25,000
◆ Newly Acquired Fine Arts	\$50,000
◆ Theft of Fur Garments	\$ 50,000
◆ Theft of Jewelry/Precious Metal	\$ 50,000
◆ Theft of stamps, Tickets & Lottery Tickets	\$2,500
◆ Utility Services-includes overhead transmission lines of Power Supply Companies - restrictions apply	\$ 100,000
◆ Power Interruption	\$ 100,000
◆ Water for Direct Physical Damage & Actual Loss of Business Income	\$ 50,000
◆ Property Off Premises	\$ 50,000
◆ Property in Transit, on Exhibition or in Custody of Salespersons	\$ 50,000
◆ Emergency Service Charge	\$ 15,000
◆ Fire Protection Devices	\$ 50,000
◆ Reward	\$ 50,000
◆ Preservation of Property	\$ 15,000
◆ Pollutant Clean Up and Removal	\$100,000
◆ Deferred Payments	\$ 50,000
◆ Additional Expenses	\$50,000
◆ Personal Effects	\$ 25,000
◆ Contract Penalty Clause	\$ 25,000
◆ Inventory & Appraisal	\$ 50,000
◆ Virus & Hacking	\$25,000
◆ Non-Owned Detached Trailers	\$5,000
◆ Lost Key Consequential Loss	\$ 5,000

◆ Theft of Dataline Services	\$ 5,000
◆ Errant Golf Ball Property Damage Coverage	\$ 1,500
◆ Hole-in-One Reimbursement Expense restrictions apply	\$250 occurrence/ \$2,000 aggregate
◆ Glass	INCLUDED
◆ Outdoor Trees, Shrubs, Plants & Lawns	EXCLUDED
◆ Expanded Premises Boundary	INCLUDED
◆ Brand and Label	INCLUDED
◆ Property of Others in the Care, Custody and Control of the Club	INCLUDED
◆ Ordinance or Law	
A. Coverage For Loss to the Undamaged Portion of the Property	INCLUDED
B. Demolition Cost Coverage	INCLUDED
C. Increase Cost of Construction	INCLUDED
◆ Automatic Increase - 3%	INCLUDED
◆ Agreed Amount	INCLUDED
◆ Flood Coverage (Eligible Flood zones B, C or X only)	OPTIONAL
◆ Earthquake \$25,000 Deductible (Eligible in Mercalli zones 1-6 only)	\$ 1,000,000

EQUIPMENT BREAKDOWN COVERAGES

◆ Coverage is automatically provided up to the property limits. Includes perils of mechanical breakdown, electrical arcing and steam boiler explosion.	INCLUDED
◆ Deductible: Includes but not limited to: Heating Equipment, Air Conditioning Equipment, Electrical Apparati, Deep Well and Other Pumps, Refrigeration Equipment, Motors and Water Heaters.	\$ 2,500
◆ Comprehensive Form	
◆ Property Damage	
◆ Business Income	
◆ Extra Expense	
◆ Off Premises Property Damage	
◆ Ammonia Contamination	
◆ Water Damage	
◆ Service Interruption	
◆ Consequential Damage (Spoilage)	
◆ Expediting Expense	
◆ CFC Refrigerants	
◆ Computer Equipment	\$ 100,000
◆ Hazardous Substance Clean-up	\$ 100,000
◆ Loss Control Services	
◆ Annual State Inspections	

BUSINESS INCOME COVERAGE

- ◆ Business Income and Extra Expense \$ 200,000
- ◆ Deductible NO WAITING PERIOD
 - Windstorm & Hail Deductible (ONLY Named Storms) 72 Hours
- ◆ Coinsurance Percentage WAIVED
- ◆ Extra Expense is part of the Limit
 - Covers loss of net income, continuing expenses, and extra expenses you incur during the period of restoration

INLAND MARINE COVERAGES

- ◆ Accounts Receivable INCLUDED
 - ◆ Maintenance Equipment/Golf Carts -- \$250 deductible \$ 595,034
 - ◆ Silverware, Club Trophies & Prizes OPTIONAL
 - ◆ Fine Arts INCLUDED
 - ◆ Mini-Computer/Word Processor INCLUDED
-
- ◆ Valuable Papers & Records INCLUDED
 - (when no deductible shown, all other peril deductible will apply)

COMMERCIAL GENERAL LIABILITY COVERAGE

Coverage is provided for damage you are legally obligated to pay due to Bodily Injury or Property Damage caused by an occurrence and arising out of your ownership, maintenance, or use of your premises or operations.

◆ Bodily Injury & Property Damage Per Occurrence Limit	\$ 1,000,000
◆ Bodily Injury & Property Damage General Aggregate	\$ 3,000,000
◆ Bodily Injury & Property Damage Products/Completed Operations Aggregate	\$ 3,000,000
◆ Personal and Advertising Liability Limit	\$ 1,000,000
◆ Fire Damage Liability	\$ 300,000 Any one Premises
◆ Medical Payments (including members)	\$ 15,000 Any one Person

GENERAL LIABILITY ENHANCEMENTS

- Independent Contractors
- Contractual Liability
- Defense Costs in Addition to Limits
- Host Liquor Liability
- Incidental Malpractice
- Non-Owned Watercraft up to 51 feet
- Worldwide Coverage - Limited
- Waiver of Subrogation
- Additional Insureds:
 - Employees
 - Club Members
 - Volunteer Workers
 - Golf or Tennis Professional
 - Incidental Malpractice (excluding physicians or medical doctors)
 - Golf Cart Operators (excess)
- Professional Liability - Club Professionals

◆ Liquor Law Liability	\$ 1,000,000 Per Occurrence
	\$ 1,000,000 Annual Aggregate

PREMIUM BASIS

◆ General Liability - Gross Income (less initiation fees & interest income)	\$ 1,433,490
◆ Liquor Liability - Receipts	\$ 95,500
◆ Hired and Non-Owned Auto Liability	\$ 1,000,000
◆ Garagekeepers' Insurance (Valet Parking)	OPTIONAL

Professional Liability Exclusion:

All professional services except the following provided by employees:

- a) the rendering or failure to render services by a tennis, golf or touring golf, tennis professionals, certified and licensed fitness trainers, or any other athletic instructors
- (b) the rendering or failure to render any treatment or services to the body by a barber, beautician, or manicurist; or
- (c) body massaging

Policy is NOT subject to audit

EMPLOYEE BENEFITS LIABILITY

◆ Employee Benefits Liability	\$ 1,000,000
◆ Deductible	\$ 1,000
◆ Claims Made	

COMMERCIAL CRIME EXTENSIONS

◆ Employee Theft	\$ 50,000
◆ Premises - Money and Securities	\$ 10,000
◆ Transit - Money and Securities	\$ 10,000
◆ Depositors Forgery	\$ 50,000
◆ Money Order & Counterfeit Paper Currency	\$ 5,000
◆ Deductible	\$ 1,000

Broadened Definition of Employee

- Any Non-Compensated Officer
- Any Director or Trustee of an Insured

Theft by Computer

◆ ERISA Bonding (covered up to Employee Theft limit) (ERISA bonding requirement must be 10% of plan assets—higher limits available)	INCLUDED
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BUSINESS AUTOMOBILE

* Combined Single Limit	OPTIONAL
* Personal Injury	OPTIONAL
* Medical Payments	OPTIONAL
* Uninsured Motorists	OPTIONAL
* Comprehensive	OPTIONAL
* Collision	OPTIONAL

Physical Damage Coverage:

Comprehensive - (deductible) N/A

Comprehensive perils include, but not limited to, breakage of glass, theft, fire, earthquake, flood, windstorm, hail, vandalism and malicious mischief.

Collision - (deductible) N/A

Collision is considered to be collision with another object and upset or overturn of the vehicle

SCHEDULED VEHICLES

DIRECTORS & OFFICERS LIABILITY COVERAGE

◆ Limit of Liability

OPTIONAL
Each Loss
OPTIONAL
Each Policy Year

◆ Deductibles

Directors and Officers

N/A

Employment Practices

N/A

DIRECTORS & OFFICERS LIABILITY ENHANCEMENTS

◆ Claims Made Form

Non - Profit Organization Form

Broadened Definition of Named Insured:

- Past, Present and Future Directors, Officers and Trustees
- Committee Members
- Employers
- Volunteers
- Clubs as a Legal Entity

"Duty to Defend" Language

Hammer Clause 75/25 Provision

Severability of Interest

Defense Cost Outside of Liability Limit

Identity Theft

Terrorism Travel Coverage

Terrorism Emergency Real Estate Fees

Terrorism Temporary Meeting Space Reimbursement

Terrorism Destroyed Records Reimbursement

Terrorism Death Benefit

Workplace Violence

Key Person Replacement

Crisis Management Doubles

Donation Relief

Travel Accident

Federal Immigration and Nationality Act Violations

Kidnap Expense

Image Restoration and Counseling

No Exclusions For:

- Discrimination
- Failure to Maintain Insurance
- Prior Acts

EMPLOYMENT PRACTICES LIABILITY

3rd Party Liability Language:

Provides coverage for employee-related claims i.e.

Discrimination, Wrongful Termination, Sexual Harassment, Mental Anguish, Emotional Distress

FIDUCIARY LIABILITY

✦ Limit of Liability - ERISA Liability

OPTIONAL

✦ Deductible

N/A

✦ Claims Made

LIMITED POLLUTION LIABILITY COVERAGE-DESIGNATED SITE

Provides coverage for 3rd party claims which the insured is legally obligated to pay due to damages related to bodily injury, property damage and clean-up costs (including government mandate) as a result of the discharge, dispersal, seepage, migration, release, or escape of covered pollutants at or from a designated site.

Broad definition of pollutants includes: Pesticides, Herbicides, Fungicide, Fertilizers, Insecticides, Pool Chemicals and or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

◆ Per Incident Limit	\$ 1,000,000
◆ Annual Aggregate	\$ 1,000,000
◆ Claims Made Form	
◆ Deductible*	NONE
*Corrective Action Cost (Applicable Only if Tank Liability Coverage Included)	\$5,000
Includes Off Premises Cleanup	
Includes Mandated Governmental Clean-up Coverage Limit	\$1,000,000
◆ Above Ground Storage Tank Liability (2 tanks)	INCLUDED

UMBRELLA LIABILITY COVERAGE

Provides catastrophic liability coverage over other liability insurance carried by you and known as underlying insurance. It also covers all but a few specifically excluded liability exposures on claims to which no underlying insurance applies

◆ Limit of Liability

- Each Occurrence	\$ 1,000,000
- General Aggregate	\$ 2,000,000
- Products Aggregate	\$ 1,000,000

◆ <u>Self-insured Retention</u>	NONE
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UMBRELLA LIABILITY ENHANCEMENTS

◆ Follow Form Basis:

Comprehensive General Liability including Hired & Non-Owned Auto	INCLUDED
Employee Benefits Liability	INCLUDED
Commercial Automobile Liability	NOT INCLUDED
Liquor Liability	INCLUDED
Employers Liability	NOT INCLUDED

Workers Compensation must be written with acceptable carrier & rated A- or better in A.M. Best. EL limits must be \$500/500/500. for all states except TX and CA limits must be \$1000/1000/1000.

City of Port Orange DBA The Golf Club at Cypress Head
Statement of Values for Policy Effective: 07/01/2011

Loc	Bldg	Property Description	Bldg 100%	Cont 100%
1	1	Men Clubhouse	1,200,000	275,000
1	1	Steel Fence	15,000	0
1	1	2 AGST	6,200	0
1	2	Maintenance Bldg	100,000	50,000
1	3	Cart Barn	275,000	75,000
1	4	Restroom 6th hole	10,000	10,000
1	5	Restroom 14 Hole	10,000	10,000
			1,616,200	420,000
		Grand Total - All Locations		2,276,200


 Insured Signature


 Date

Exhibit “B” - Kemper Response to RFP

ON FILE WITH CLERK’S OFFICE

SELECTION CRITERIA:

TYPE - EQ

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR REM LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
535861 / 0000 / FERTILIGATION SYSTEM	10 00 580 GOLF COURSE	Y	P	5861 PURCHASED 6/12/1992 004370 N	5861	252244 60	PRO PLUS/LYLE INC	5800.00
55314 / 6/12/1992 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)	50510005809902							5800.00
P 505000001660000	505					.00		.00
535870 / 0000 / HONDA PRESSURE WASHER	10 00 580 GOLF COURSE	Y	P	5870 PURCHASED 8/28/1992 004847 N	5870	10225 60	A A CASEY CO. OF DAYTONA	1517.00
56847 / 8/28/1992 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)	50510005809902					.00		1517.00
P 505000001660000	505					.00		.00
535873 / 0000 / BROWER MARK 2 SOD CUTTER	10 00 580 GOLF COURSE	Y	P	5873 PURCHASED 8/14/1992 004629 N	5873	252344 60	OVIDO TRACTOR COMPANY	2010.00
56660 / 8/14/1992 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)	50510005809902					.00		2010.00
P 505000001660000	505					.00		.00
535878 / 0000 / TRUE BAR COOLER TBB-4 (BAR AREA)	03 00 580 GOLF COURSE	Y	P	5878 PURCHASED 9/11/1992 004685 N	5878	252331 60	DESIGNS, FURNISHINGS &	1325.00
57084 / 9/11/1992 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)	45003005799902					.00		1325.00
P 450000001660000	450					.00		.00
535879 / 0000 / DRAINBOARD SUPERMETAL (BAR AREA)	03 00 580 GOLF COURSE	Y	P	5879 PURCHASED 9/11/1992 004685 N	5879	252331 60	DESIGNS, FURNISHINGS &	277.00
57084 / 9/11/1992 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)	45003005799902					.00		277.00
P 450000001660000	450					.00		.00
535880 / 0000 / BAR SINK SUPERMETAL (BAR AREA)	03 00 580 GOLF COURSE	Y	P	5880 PURCHASED 9/11/1992 004685 N	5880	252331 60	DESIGNS, FURNISHINGS &	558.00
57084 / 9/11/1992 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)	45003005799902					.00		558.00
P 450000001660000	450					.00		.00
535881 / 0000 / RECESS SINK COMBO SUPERMETAL	03 00 580 GOLF COURSE	Y	P	5881 PURCHASED 9/11/1992 004685 N	5881	252331 60	DESIGNS, FURNISHINGS &	245.00
57084 / 9/11/1992 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)	45003005799902					.00		245.00
P 450000001660000	450					.00		.00
535882 / 0000 / COCKTAIL UNIT SUPERMETAL				5882	5882	252331	DESIGNS, FURNISHINGS &	

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK DATE	STATUS	MANUFACT TYPE	COM CODE	ASSET CLS	SERIAL NUMBER	ASSET ACCOUNT	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAC/REF#	VENDOR NBR	VENDOR NAME	INS COVERAGE	YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
535882 / 0000 / COCKTAIL UNIT SUPERMETAL	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 25	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 PURCHASED 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	0.00	752.00	752.00	0.00	752.00
535883 / 0000 / COCKTAIL UNIT SUPERMETAL (BAR AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 31	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 PURCHASED 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	0.00	752.00	752.00	0.00	752.00
535887 / 0000 / RECESS SINK COMBO SUPERMETAL	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 26	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 PURCHASED 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	0.00	245.00	245.00	0.00	245.00
535888 / 0000 / FRYMASTER FRYER MDL# MJ3355D	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 20	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 PURCHASED 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	0.00	1200.00	1200.00	0.00	1200.00
535889 / 0000 / DRAINBOARD SUPERMETAL (BAR AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 27	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 PURCHASED 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	0.00	219.00	219.00	0.00	219.00
535894 / 0000 / UNIVEX SLICER	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 15	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 PURCHASED 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	0.00	954.00	954.00	0.00	954.00
535895 / 0000 / HEAT LAMP (KITCHEN AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 14	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 PURCHASED 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	0.00	132.00	132.00	0.00	132.00
535896 / 0000 / CHEF'S TABLE	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 14	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 PURCHASED 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	0.00	2115.00	2115.00	0.00	2115.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
535896		CHEF'S TABLE FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) ITEM 13	GOLF COURSE 45003005799902 450000001670000 450				9/11/1992 004685 N	0/00/0000		.00 .00	.00 2115.00 .00
535899	/ 0000 /	ADVANCE POT SINK 9/11/1992	03 00 580 GOLF COURSE	Y	P	5899	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS, FURNISHINGS & .00 .00 .00	1195.00 1195.00 1195.00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) 94K6181 ITEM 7	45003005799902 450000001670000 450								
535900	/ 0000 /	ARTIC WALK IN COOLER (KITCHEN AREA) 9/11/1992	03 00 580 GOLF COURSE	Y	P	5900	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS, FURNISHINGS & .00 .00 .00	4745.00 4745.00 4745.00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) NONE	45003005799902 450000001670000 450								
535901	/ 0000 /	ADVANCE DISHTABLE 9/11/1992	03 00 580 GOLF COURSE	Y	P	5901	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS, FURNISHINGS & .00 .00 .00	413.00 413.00 413.00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) OTC53048L ITEM 8	45003005799902 450000001670000 450								
535903	/ 0000 /	SOILED DISHTABLE 9/11/1992	03 00 580 GOLF COURSE	Y	P	5903	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS, FURNISHINGS & .00 .00 .00	1605.00 1605.00 1605.00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) K45K30600 ITEM 10	45003005799902 450000001670000 450								
535904	/ 0000 /	ADVANCE RACK SHELF 9/11/1992	03 00 580 GOLF COURSE	Y	P	5904	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS, FURNISHINGS & .00 .00 .00	196.00 196.00 196.00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) ITEM 11	45003005799902 450000001670000 450								
535905	/ 0000 /	FILING CABINET LATERAL 4 9/30/1992	03 00 580 GOLF COURSE	MDL "HON" P		5905	PURCHASED 9/29/1992 004851 N	0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES .00 .00 .00	136.50 136.50 136.50
57579		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) NONE	45003005799902 450000001670000 450								
535906	/ 0000 /	FILING CABINET LATERAL 4 9/30/1992	03 00 580 GOLF COURSE	MDL "HON" P		5906	PURCHASED 9/29/1992	0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES .00 .00 .00	136.50 136.50 136.50
57579		FULLY DEPRECIATED									

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		ASSIGNED:		DEPR		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	COST CENTER	LOCATION	DEPR CODE	TYPE	ACQUISITION:	DATE	PROJECT	REMA	INS COVERAGE	YTD DEPR	CAPITAL COST	LTD DEPR
COM CODE	TYPE	DEPR EXP	ACCT	ACCT		PO NBR	PRICE			SALVAGE VALUE			BOOK VALUE
ASSET CLS	SERIAL NUMBER	ACCUM DEPR	ACCT			INVESTMENT	ACCOUNT						
ASSET ACCOUNT		FUNDING SOURCE											
535906		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"				004851		.00		.00		136.50	.00
415		EQUIPMENT (DEPRECIABLE)				N							
45000001660000													
535907	/ 0000 / FILING CABINET LATERAL 4 DRAWER, MDL "HON"					5907		251366	0	CAPITOL OFFICE SUPPLIES		136.50	.00
57579	/ 9/30/1992	03 00 580			P	PURCHASED	9/29/1992	60		.00		136.50	.00
415	FULLY DEPRECIATED	GOLF COURSE				004851				.00		136.50	.00
45000001660000		45003005799902				N		.00		.00			
535908	/ 0000 / FILING CABINET LATERAL 4 DWR GRAY, MDL "HON"					5908		251366	0	CAPITOL OFFICE SUPPLIES		136.50	.00
57579	/ 9/30/1992	03 00 580			P	PURCHASED	9/29/1992	60		.00		136.50	.00
415	FULLY DEPRECIATED	GOLF COURSE				004851				.00		136.50	.00
45000001660000		45003005799902				N		.00		.00			
535910	/ 0000 / LAMINATE DESK, GRAY, 30X60 "HON"					5910		251366	0	CAPITOL OFFICE SUPPLIES		299.50	.00
57579	/ 9/30/1992	03 00 580			P	PURCHASED	9/29/1992	60		.00		299.50	.00
415	FULLY DEPRECIATED	GOLF COURSE				004851				.00		299.50	.00
45000001660000		45003005799902				N		.00		.00			
535911	/ 0000 / OAK EXECUTIVE DESK 36X72 "HON"					5911		251366	0	CAPITOL OFFICE SUPPLIES		265.00	.00
57579	/ 9/30/1992	03 00 580			P	PURCHASED	9/29/1992	60		.00		265.00	.00
415	FULLY DEPRECIATED	GOLF COURSE				004851				.00		265.00	.00
45000001660000		45003005799902				N		.00		.00			
535915	/ 0000 / OAK BOOKCASE 4 SHELVES "HON"					5915		251366	0	CAPITOL OFFICE SUPPLIES		115.50	.00
57579	/ 9/30/1992	03 00 580			P	PURCHASED	9/29/1992	60		.00		115.50	.00
415	FULLY DEPRECIATED	GOLF COURSE				004851				.00		115.50	.00
45000001660000		45003005799902				N		.00		.00			
535916	/ 0000 / PRINTER STAND, GRAY "HON"					5916		251366	0	CAPITOL OFFICE SUPPLIES		102.00	.00
57579	/ 9/30/1992	03 00 580			P	PURCHASED	9/29/1992	60		.00		102.00	.00
415	FULLY DEPRECIATED	GOLF COURSE				004851				.00		102.00	.00
45000001660000		45003005799902				N		.00		.00			
535917	/ 0000 / CHAIR EVERYDAY W/ARM "HON"					5917		251366	0	CAPITOL OFFICE SUPPLIES		119.00	.00
57579	/ 9/30/1992	03 00 580			P	PURCHASED	9/29/1992	60		.00		119.00	.00
415	FULLY DEPRECIATED	GOLF COURSE				004851				.00		119.00	.00
45000001660000		45003005799902				N		.00		.00			

ASSET REGISTER
BY ASSET TYPE

ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	ACQUISITION:	VENDOR	NBR	VENDOR NAME	PURCHASE COST
CHECK NBR	CHECK DATE	STATUS	COST CENTER	CODE	TYPE	DATE	METHOD	LIFE	REMA	INS COVERAGE	CAPITAL COST
COM CODE	TYPE	DEPR EXP ACCT	LOCATION			PO NBR	DATE	PROJECT		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	ACCUM DEPR ACCT	DEPR EXP ACCT			NEW/USED	PRICE			BOOK VALUE	
ASSET ACCOUNT		FUNDING SOURCE				INVESTMENT ACCOUNT					
535917	CHAIR EVERYDAY W/ARM "HON"										
P	ITEM7902NN61	45000001670000	450			N					.00
535918	/ 0000 / CHAIR EVERYDAY W/ARM "HON"										
57579	9/30/1992	03 00 580	Y	P		5918	251366	60	0	CAPITOL OFFICE SUPPLIES	119.00
415	FULLY DEPRECIATED	GOLF COURSE				9/29/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004851					119.00
45000001660000	ITEM7902NN61	45000001670000	450			N					.00
535925	/ 0000 / CHAIRS, 84 UPHOLSTERED RESTAURANT										
57610	9/30/1992	03 00 580	Y	P		5925	252351	60	0	WM. B. DODSON FURNITURE C.	8100.12
965	FULLY DEPRECIATED	GOLF COURSE				9/29/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004855					.00
45000001660000	NONE	45000001670000	450			N					.00
535926	/ 0000 / STACKING CHAIRS 18" ONE PIECE PLASTIC										
57017	9/04/1992	03 00 580	Y	P		5926	252404	60	0	VIRCO MFG. CO.	1927.80
415	FULLY DEPRECIATED	GOLF COURSE				9/04/1992	0/00/0000				.00
G	EQUIPMENT (DEPRECIABLE)	45003005799902				005194					1927.80
45000001660000	NONE	45000001670000	450			N					.00
535928	/ 0000 / TABLE TOPS (20, FOR RESTAURANT)										
57257	9/18/1992	03 00 580	Y	P		5928		60	0		2404.00
965	FULLY DEPRECIATED	GOLF COURSE				9/25/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004855					2404.00
45000001660000	NONE	45000001670000	450			N					.00
535929	/ 0000 / CHAIR CART/DOLLIES										
57017	9/04/1992	03 00 580	Y	P		5929	252404	60	0	VIRCO MFG. CO.	113.00
415	FULLY DEPRECIATED	GOLF COURSE				9/04/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				005194					113.00
45000001660000	NONE	45000001670000	450			N					.00
535930	/ 0000 / CHARCOAL GREY FOLDING TABLES 30X96 (18 TABLES)										
57017	9/04/1992	03 00 580	Y	P		5930	252404	60	0	VIRCO MFG. CO.	954.00
415	FULLY DEPRECIATED	GOLF COURSE				9/04/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				005194					954.00
45000001660000	NONE	45000001670000	450			N					.00
535931	/ 0000 / SHELVING FOR KITCHEN AREA										
57084	9/11/1992	03 00 580	Y	P		5931	252331	60	0	DESIGNS, FURNISHINGS &	1384.00
965	FULLY DEPRECIATED	GOLF COURSE				9/11/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004685					1384.00
45000001660000	ITEM 2, 4, 5,	45000001670000	450			N					.00

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK DATE	STATUS	MANUFACT TYPE	COM CODE	ASSET CLS SERIAL NUMBER	ASSET ACCOUNT	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	PO NBR	NEW/USED	INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	REMA LIFE	VENDOR NAME	INS COVERAGE	YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
535931 / SHELVING FOR KITCHEN AREA						450000001660000	450																	
535963 / 0000 / HOSHIZAKI ICE MACHINE MDL KM-630M9E	12/03/1998					450000001660000	56 00 579	Y	P	5963	PURCHASED 12/03/1998				0/00/0000	254754	60	PURCHASING ASSN. OF PRIVA	.00	.00	1951.00	1951.00		
P 87007 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE																	
P 450000001660000							45003005799902																	
							450000001670000																	
535981 / 0000 / PORTABLE DANCE FLOORING FOR BANQUET ROOM	10/19/2000					450000001660000	56 00 579	Y	P	5981	PURCHASED 10/19/2000				0/00/0000	250736	60	SICO AMERICA, INC.	.00	.00	4870.80	4870.80		
P 36919 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE																	
P 450000001660000							45003005799902																	
							450000001670000																	
535992 / 0000 / PORTER-CABLE AIR COMPRESSOR 175 PSI ML CPLKC7090V2						450000001660000	56 00 579	Y	P	5992	PURCHASED 5/13/2002				0/00/0000	254905	60	LOWES COMPANIES, INC.	.00	.00	849.60	849.60		
P FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE																	
P 450000001660000							45003005799902																	
							450000001670000																	
536486 / 0000 / RANGE/OVEN, VULCAN	8/24/2000					450000001660000	54 00 579	Y	P	6486	PURCHASED 8/24/2000				0/00/0000	255328	60	SYSCO SUPPLY & EQUIPMENT	.00	.00	5033.77	5033.77		
P 35288 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE																	
P 450000001660000							45054005799902																	
							450000001670000																	
536895 / 0000 / ICE MACHINE/DISPENSER HOSHIZAKI	6/05/2008					450000001660000	53 01 579	Y	P	6895	PURCHASED 6/30/2008				0/00/0000	166123	60	PORT ORANGE AIR CONDITION	.00	.00	5475.41	5475.41		
P 129035 ACTIVE EQUIPMENT (DEPRECIABLE)							GOLF COURSE																	
P 450000001660000							45053015799902																	
							450000001670000																	
536900 / 0000 / A/C, RUUD 5 TON W/HEAT PUMP (450 FUND PORTION)	8/24/2012					450000001660000	03 00 579	Y	P	6900	PURCHASED 9/26/2012				0/00/0000	166123	60	PORT ORANGE AIR CONDITION	.00	.00	1900.00	1900.00		
P 155484 ACTIVE EQUIPMENT (DEPRECIABLE)							GOLF COURSE																	
P 450000001660000							45003005799902																	
							450000001670000																	
536900 / 0001 / A/C, RUUD 5 TON W/HEAT PUMP (451 FUND PORTION)	8/24/2012					450000001660000	03 00 579	Y	P	6900	PURCHASED 9/26/2012				0/00/0000	166123	60	PORT ORANGE AIR CONDITION	.00	.00	1900.00	1900.00		
P 155484 ACTIVE EQUIPMENT (DEPRECIABLE)							GOLF COURSE																	
P 450000001660000							45003005799902																	
							450000001670000																	

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: LOCATION	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
CHECK NBR CHECK DATE	MANUFACT TYPE	STATUS								
COM CODE	ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT	PO NBR	NEW/USED	PRICE	PROJECT	YTD DEPR	SALVAGE VALUE	CAPITAL COST
ASSET ACCOUNT	FUNDING SOURCE	ACCUM DEPR ACCT	INVESTMENT ACCOUNT							LTD DEPR
										BOOK VALUE
537000 / 0030 / GOLF COURSE - CONTAINMENT BARRIERS FY04	10 00 580	Y	P	7000	PURCHASED 5/31/2004	0/00/0000	255384 60	HALL ARCHITECTURAL ASSOCI	.00	20489.00
68858 / 4/08/2004	FULLY DEPRECIATED				046665			.00		.00
P 50500001660000	NONE				N		.00	.00		20489.00
50500001660000	505									.00
556546 / 0000 / WORKSTATION, TRION	PRO-M LIFT SYSTEM	Y	P	6546	PURCHASED 2/27/2001	0/00/0000	255795 60	TRION LIFTS INC	.00	9695.00
40350 / 2/28/2001	FULLY DEPRECIATED				036612			.00		.00
P 50510005809902	EQUIPMENT (DEPRECIABLE)				N		.00	.00		9695.00
50500001660000	505									.00
556790 / 0000 / 2003 NEARY BEDKNIFE GRINDER	10 00 580	Y	P	6790	PURCHASED 8/31/2003	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS	.00	8775.00
61783 / 7/17/2003	FULLY DEPRECIATED				043960			.00		.00
P 50510005809902	EQUIPMENT (DEPRECIABLE)				N		.00	.00		8775.00
50500001660000	0184									.00
50500001660000	505									.00
557996 / 0000 / 2003 AGRIMETAL FA-720 AERATOR	10 00 580	Y	P	7996	PURCHASED 1/31/2004	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS	.00	5540.00
64969 / 11/13/2003	FULLY DEPRECIATED				043960			.00		.00
P 50510005809902	EQUIPMENT (DEPRECIABLE)				N		.00	.00		5540.00
50500001660000	505									.00
ASSET TYPE EQ	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	47 ASSETS			109,183.50	.00	
				NON-DEPRECIABLE:	0 ASSETS			1,095.08	.00	
				TOTAL:	47 ASSETS			103,558.35	.00	
								5,625.15	.00	

ASSET REGISTER
BY ASSET TYPE

			INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	47 ASSETS	109,183.50
		DEPRECIABLE:		.00
		NON-DEPRECIABLE:		.00
		TOTAL:		1,095.08
GRAND TOTAL	DISPOSED	TOTALS:	0 ASSETS	103,558.35
		DEPRECIABLE:		5,625.15
		NON-DEPRECIABLE:		.00
		TOTAL:		.00
GRAND TOTAL	DISPOSED	TOTALS:	47 ASSETS	109,183.50
		DEPRECIABLE:		.00
		NON-DEPRECIABLE:		.00
		TOTAL:		1,095.08
GRAND TOTAL	DISPOSED	TOTALS:	0 ASSETS	103,558.35
		DEPRECIABLE:		5,625.15
		NON-DEPRECIABLE:		.00
		TOTAL:		.00
GRAND TOTAL	DISPOSED	TOTALS:	0 ASSETS	.00
		DEPRECIABLE:		.00
		NON-DEPRECIABLE:		.00
		TOTAL:		.00
GRAND TOTAL	DISPOSED	TOTALS:	0 ASSETS	.00
		DEPRECIABLE:		.00
		NON-DEPRECIABLE:		.00
		TOTAL:		.00

SELECTION CRITERIA:

TYPE - RS

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT TYPE	DEPR EXP ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	PO NBR	NEW/USED	PRICE	PROJECT	YTD DEPR	LTD DEPR	BOOK VALUE
535823 / 0000 / CUSHMAN 56192 TOP DRESSER	10 00 580	Y	P	5823	PURCHASED	0/00/0000	250050	ZAUN EQUIPMENT	.00	6093.00
53286 / 3/13/1992 FULLY DEPRECIATED	50510005809902			003875	N		60	.00	.00	6093.00
P 50500001660000	92001271	50500001670000	505				.00			
535831 / 0000 / JACOBSEN 62240 WALKING GREENS MOWER	10 00 580	Y	P	5831	PURCHASED	0/00/0000	250458	TRESCA INDUSTRIES, INC	.00	2926.00
53292 / 3/13/1992 FULLY DEPRECIATED	50510005809902			003876	N		60	.00	.00	2926.00
P 50500001660000	3253	50500001670000	505				.00			
535851 / 0000 / 1992 FORD TRACTOR W/FRONT WEIGHTS	10 00 580	Y	P	5851	PURCHASED	0/00/0000	250385	FORD NEW HOLLAND, INC	.00	11794.00
55636 / 7/09/1992 FULLY DEPRECIATED	50510005809902			003504	N		60	.00	.00	11794.00
P 50500001660000	BD12097	50500001670000	505				.00			
535853 / 0000 / 1992 FORD TRACTOR W/LOADER	10 00 580	Y	P	5853	PURCHASED	0/00/0000	250385	FORD NEW HOLLAND, INC	.00	14570.00
55636 / 7/09/1992 FULLY DEPRECIATED	50510005809902			003504	N		60	.00	.00	14570.00
P 50500001660000	BD12098	50500001670000	505				.00			
555970 / 0000 / BLOWER, AGRIMETAL 360 JOHN DEERE	10 00 580	Y	P	5970	PURCHASED	0/00/0000	254202	NURCANE MACHINERY	.00	3150.00
19846 / 2/11/1999 FULLY DEPRECIATED	50510005809902			028408	N		60	.00	.00	3150.00
P 50500001660000	L 8800	50500001670000	505				.00			
555971 / 0000 / SPIKER, GREENWHEELER	10 00 580	Y	P	5971	PURCHASED	0/00/0000	254830	REVELS TRACTOR CO.	.00	2200.00
20253 / 2/25/1999 FULLY DEPRECIATED	50510005809902			028420	N		60	.00	.00	2200.00
P 50500001660000	5157	50500001670000	505				.00			
555973 / 0000 / 2000 JOHN DEERE ELECTRIC TURF GATOR 4X2 AMT	10 00 580	Y	P	5973	PURCHASED	0/00/0000	252090	NUCRANE CORPORATION	.00	6505.00
34987 / 8/10/2000 FULLY DEPRECIATED	50510005809902			034072	N		60	.00	.00	6505.00
P 50500001660000	W0E4X2E001125	50500001670000	505				.00			
555976 / 0000 / 2000 TY-CROP TOP DRESSER, QUICK PASS 270				5976			255324	EXPRESS REEL GRINDING INC		

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION	DEPR EXP ACCT			PO NBR	PRICE	PROJECT	YTD DEPR		
COM CODE TYPE	ACCUM DEPR ACCT	FUNDING SOURCE			INVESTMENT ACCOUNT			BOOK VALUE		
555976 / 2000 TY-CROP TOP DRESSER, QUICK PASS 270	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	60		.00	7690.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509				.00	7690.00
P 505000001660000	50510005809902				N				.00	7690.00
505000001660000	505000001670000									
555989 / 0000 BRUSH, STANDARD QP270 (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1195.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1195.00
P 505000001660000	50510005809902				N				.00	1195.00
505000001660000	505000001670000									
555990 / 0000 TWIN SPINNERS QP270 (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1995.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1995.00
P 505000001660000	50510005809902				N				.00	1995.00
505000001660000	505000001670000									
555991 / 0000 BRUSH, VORTEX (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1195.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1195.00
P 505000001660000	50510005809902				N				.00	1195.00
505000001660000	505000001670000									
555995 / 0000 2004 TORO RM5500D FAIRWAY MOWER	10 00 580	Y	P		PURCHASED 5/31/2004	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	34250.00
69156 FULLY DEPRECIATED	GOLF COURSE				046646		60		.00	34250.00
P 505000001660000	50510005809902				N				.00	34250.00
505000001660000	505000001670000									
555996 / 0000 2004 TORO RM5500D FAIRWAY MOWER	10 00 580	Y	P		PURCHASED 5/31/2004	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	34250.00
69156 FULLY DEPRECIATED	GOLF COURSE				046646		60		.00	34250.00
P 505000001660000	50510005809902				N				.00	34250.00
505000001660000	505000001670000									
556545 / 0000 SHARPENER, NEARY RELL MDL 550SR	10 00 580	Y	P		PURCHASED 2/27/2001	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	15900.00
40352 FULLY DEPRECIATED	GOLF COURSE				036613		60		.00	15900.00
P 505000001660000	50510005809902				N				.00	15900.00
505000001660000	505000001670000									
556784 / 0000 2003 JOHN DEERE 2500A GREENS MOWER	10 00 580	Y	P		PURCHASED 6784	0/00/0000	256527	COASTAL EQUIPMENT SYSTEMS	.00	21638.50
61783	505000001670000						60			

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR	CHECK DATE	STATUS	COST CENTER	CODE	TYPE	ACQUISITION:	REMA	INS COVERAGE	CAPITAL COST
MANUFACT			LOCATION			DATE	LIFE	YTD DEPR	LTD DEPR
COM CODE			DEPR EXP ACCT			PO NBR	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS	SERIAL NUMBER		ACCUM DEPR ACCT			NEW/USED			
ASSET ACCOUNT			FUNDING SOURCE			INVESTMENT ACCOUNT			
556876	2005	TORO 5 GANG PULL BEHIND MOWER				051816		.00	20182.92
P	250000117	ROLLING STOCK	50510005809302			N		.00	.00
50500001660000			505000001670000						
556877	0000	2005 TORO GROUNDSMASTER 228 D MOWER				6877		254889	14322.84
80725	6/30/2005	FULLY DEPRECIATED	10 00 580	Y	P	6/30/2005	0	.00	14322.84
P	240000317	ROLLING STOCK	50510005809902			051816		.00	14322.84
50500001660000			505000001670000			N		.00	.00
556878	0000	2005 TORO REELMASTER 3100 D MOWER				6878		254889	22157.23
80725	6/30/2005	FULLY DEPRECIATED	10 00 580	Y	P	6/30/2005	0	.00	22157.23
P	240000598	ROLLING STOCK	50510005809902			051816		.00	22157.23
50500001660000			505000001670000			N		.00	.00
556879	0000	2005 TORO REELMASTER 3100 D MOWER				6879		254889	22157.23
80725	6/30/2005	FULLY DEPRECIATED	10 00 580	Y	P	6/30/2005	0	.00	22157.23
P	240000628	ROLLING STOCK	50510005809902			051816		.00	22157.23
50500001660000			505000001670000			N		.00	.00
556880	0000	2005 TORO WORKMAN 3200 UTILITY VEHICLE				6880		254889	13501.55
80725	6/30/2005	FULLY DEPRECIATED	10 00 580	Y	P	6/30/2005	0	.00	13501.55
P	250000138	ROLLING STOCK	50510005809902			051816		.00	13501.55
50500001660000			505000001670000			N		.00	.00
556881	0000	2005 SALSICO 6" CHIPPER				6881		254889	3500.00
82808	9/22/2005	FULLY DEPRECIATED	10 00 580	Y	P	9/30/2005	0	.00	3500.00
P	1948	ROLLING STOCK	50510005809902			051816		.00	3500.00
50500001660000			505000001670000			N		.00	.00
556882	0000	2006 MONTANA 4920 UTILITY TRACTOR W/LOADER				6882		258097	20832.00
102655	6/29/2006	FULLY DEPRECIATED	10 00 580	Y	P	7/31/2006	0	.00	20832.00
P	30202AD00032	ROLLING STOCK	50510005809902			055339		3124.80	20832.00
50500001660000			505000001670000			N		.00	.00
556883	0000	2006 BUFFALO BLOWER BTKB10G2				6883		252354	6500.00
104163	9/08/2006	FULLY DEPRECIATED	10 00 580	Y	P	9/30/2006	0	.00	6500.00
P		ROLLING STOCK	50510005809902			055338		1191.67	6500.00

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
556883 P 505000001660000	2006 / 11875 2006 11875	BUFFALO BLOWER BTKB10G2	505000001670000 505				N		.00		.00
556884 104756 P 505000001660000	0000 / 9/29/2006 JOHN DEERE GATOR TE 580 GOLF COURSE 50510005809902 ROLLING STOCK W04X2ED001581 505	Y	P	6884	256527 60	0	0/00/0000		1349.34	COASTAL EQUIPMENT SYSTEMS	7360.00 7360.00 7360.00 7360.00
556885 104756 P 505000001660000	0000 / 9/29/2006 JOHN DEERE GATOR TE 580 GOLF COURSE 50510005809902 ROLLING STOCK 23215111075159 505	Y	P	6885	256527 60	0	0/00/0000			COASTAL EQUIPMENT SYSTEMS	2975.00 2975.00 2975.00 2975.00
556886 104163 P 505000001660000	0000 / 9/08/2006 TANDEM BUMP TRAILER 10 00 580 GOLF COURSE 50510005809902 ROLLING STOCK 1R9GD410TN063575 505	Y	P	6886	252354 60	0	0/00/0000			GOLF VENTURES	9850.00 9850.00 9850.00 9850.00
556887 111619 P 505000001660000	0000 / 6/21/2007 CUSHMAN TURF TRUCKSTER 10 00 580 GOLF COURSE 50510005809902 ROLLING STOCK 2535590 505	Y	P	6887	258395 60	9	0/00/0000			KILPATRICK COMPANY	15699.32 13344.41 2354.91
556888 111698 P 505000001660000	0000 / 6/27/2007 JOHN DEERE ELECTRIC GATOR 4X2 10 00 580 GOLF COURSE 50510005809902 ROLLING STOCK W04X2ED002156 505	Y	P	6888	256527 60	9	0/00/0000			COASTAL EQUIPMENT SYSTEMS	7360.00 6256.00 1104.00
556889 111698 P 505000001660000	0000 / 6/27/2007 JOHN DEERE GREENS MOWER 10 00 580 GOLF COURSE 50510005809902 ROLLING STOCK TC250AD030018 505	Y	P	6889	256527 60	9	0/00/0000			COASTAL EQUIPMENT SYSTEMS	25928.00 22038.79 3889.21
556890 111698 P 505000001660000	0000 / 6/27/2007 JOHN DEERE GREENS MOWER 10 00 580 GOLF COURSE 50510005809902 ROLLING STOCK TC250AD040698 505	Y	P	6890	256527 60	9	0/00/0000			COASTAL EQUIPMENT SYSTEMS	25928.00 22038.79 3889.21

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
556890 / 2007 JOHN DEERE GREENS MOWER	505000001660000														
556892 / 0000 / 2008 JOHN DEERE 2500B MOWER	10 00 580	Y	P	PURCHASED 6/30/2008	059862	0/00/0000	6892	256527 60	COASTAL EQUIPMENT		5268.20	26341.00			8780.34
P 505000001660000	505000001670000			N								17560.66			
556893 / 0000 / 2008 JOHN DEERE 2500B MOWER	10 00 580	Y	P	PURCHASED 6/30/2008	059862	0/00/0000	6893	256527 60	COASTAL EQUIPMENT		5268.20	26341.00			8780.34
P 505000001660000	505000001670000			N								17560.66			
556894 / 0000 / 2008 JOHN DEERE ELECTRIC GATOR	10 00 580	Y	P	PURCHASED 6/30/2008	059862	0/00/0000	6894	256527 60	COASTAL EQUIPMENT		1533.80	7669.00			5112.66
P 505000001660000	505000001670000			N								2556.34			
556896 / 0000 / 2009 JOHN DEERE 7700 FAIRWAY MOWER	10 00 580	Y	P	PURCHASED 5/31/2009	062034	0/00/0000	6896	256527 60	COASTAL EQUIPMENT		7860.20	39301.00			18995.48
P 505000001660000	505000001670000			N								20305.52			
556897 / 0000 / 2009 JOHN DEERE 7700 FAIRWAY MOWER	10 00 580	Y	P	PURCHASED 5/31/2009	062034	0/00/0000	6897	256527 60	COASTAL EQUIPMENT		7860.20	39301.00			18995.48
P 505000001660000	505000001670000			N								20305.52			
556898 / 0000 / 2009 JOHN DEERE DECK MOWER 1445	10 00 580	Y	P	PURCHASED 5/31/2009	062034	0/00/0000	6898	256527 60	COASTAL EQUIPMENT		3622.80	18114.00			8755.10
P 505000001660000	505000001670000			N								9358.90			
556899 / 0000 / 2009 SISIS MULTI-SLIT SHEER FOR GOLF COURSE	10 00 580	Y	P	PURCHASED 5/31/2009	062036	0/00/0000	6899	214 60	ECKERT GOLF SALES, INC		1328.00	6640.00			3209.33
P 505000001660000	505000001670000			N								3430.67			

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559229 / 0000 / E-Z GO CUSHMAN HAULER 800G UTL CART 151952 / 1/20/2012 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 9229 2/29/2012 0/00/0000 066402 N	9229	258706 60	EZ GO TETRON	6962.00 .00 .00 6962.00
559230 / 0000 / E-Z GO CUSHMAN HAULER 1200G UTL CART 151952 / 1/20/2012 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 9230 2/29/2012 0/00/0000 066402 N	9230	258706 60	EZ GO TETRON	7345.00 .00 .00 7345.00
559231 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 9231 2/29/2012 0/00/0000 066402 N	9231	258706 60	EZ GO TETRON	3865.00 .00 .00 3865.00
559232 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 9232 2/29/2012 0/00/0000 066402 N	9232	258706 60	EZ GO TETRON	3865.00 .00 .00 3865.00
559233 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 9233 2/29/2012 0/00/0000 066402 N	9233	258706 60	EZ GO TETRON	3865.00 .00 .00 3865.00
559234 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 9234 2/29/2012 0/00/0000 066402 N	9234	258706 60	EZ GO TETRON	3865.00 .00 .00 3865.00
559235 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 9235 2/29/2012 0/00/0000 066402 N	9235	258706 60	EZ GO TETRON	3865.00 .00 .00 3865.00
559236 / 0000 / E-Z GO GOLF CART					9236	258706	EZ GO TETRON	

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559236 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782210 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	0/00/0000	60	.00 .00 .00	3865.00 .00 3865.00
559237 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782211 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9237 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559238 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782212 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9238 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559239 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782213 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9239 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559240 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782214 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9240 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559241 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782215 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9241 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559242 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782215 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9242 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559243 / 0000 / E-Z GO GOLF CART 151467 12/15/2011	10 00 519	Y	P	PURCHASED	9243	258706 60	EZ GO TEXTRON .00	3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR REM LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559243 / E-Z GO GOLF CART	GOLF COURSE							
P 505000001660000	50510005199902			2/29/2012	0/00/0000		.00	.00
	505000001670000			N			.00	.00
	505							3865.00
559244 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED	9244	258706	EZ GO TEXTRON	
P 151467	50510005199902			2/29/2012	0/00/0000	60	.00	3865.00
	505000001670000			N			.00	.00
	505						.00	3865.00
559245 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED	9245	258706	EZ GO TEXTRON	
P 151467	50510005199902			2/29/2012	0/00/0000	60	.00	3865.00
	505000001670000			N			.00	.00
	505						.00	3865.00
559246 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED	9246	258706	EZ GO TEXTRON	
P 151467	50510005199902			2/29/2012	0/00/0000	60	.00	3865.00
	505000001670000			N			.00	.00
	505						.00	3865.00
559247 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED	9247	258706	EZ GO TEXTRON	
P 151467	50510005199902			2/29/2012	0/00/0000	60	.00	3865.00
	505000001670000			N			.00	.00
	505						.00	3865.00
559248 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED	9248	258706	EZ GO TEXTRON	
P 151467	50510005199902			2/29/2012	0/00/0000	60	.00	3865.00
	505000001670000			N			.00	.00
	505						.00	3865.00
559249 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED	9249	258706	EZ GO TEXTRON	
P 151467	50510005199902			2/29/2012	0/00/0000	60	.00	3865.00
	505000001670000			N			.00	.00
	505						.00	3865.00
559250 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED	9250	258706	EZ GO TEXTRON	
P 151467	50510005199902			2/29/2012	0/00/0000	60	.00	3865.00
	505000001670000			N			.00	.00
	505						.00	3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST, CENTER, LOCATION, DEPR EXP ACCT, ACCUM DEPR ACCT, FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD, DATE, PO NBR, NEW/USED, INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR, LIFE, PROJECT	VENDOR NAME, INS COVERAGE, SALVAGE VALUE, YTD DEPR	PURCHASE COST, CAPITAL COST, LTD DEPR, BOOK VALUE
559250 P 505000001660000	E-Z GO GOLF CART ROLLING STOCK 2782225			066402 N		.00	.00	3865.00
559251 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782226	Y	P	PURCHASED 2/29/2012 066402 N	9251	258706 60	EZ GO TEXTRON	3865.00
559252 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782227	Y	P	PURCHASED 2/29/2012 066402 N	9252	258706 60	EZ GO TEXTRON	3865.00
559253 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782228	Y	P	PURCHASED 2/29/2012 066402 N	9253	258706 60	EZ GO TEXTRON	3865.00
559254 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782229	Y	P	PURCHASED 2/29/2012 066402 N	9254	258706 60	EZ GO TEXTRON	3865.00
559255 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782230	Y	P	PURCHASED 2/29/2012 066402 N	9255	258706 60	EZ GO TEXTRON	3865.00
559256 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782231	Y	P	PURCHASED 2/29/2012 066402 N	9256	258706 60	EZ GO TEXTRON	3865.00
559257 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK	Y	P	PURCHASED 2/29/2012 066402	9257	258706 60	EZ GO TEXTRON	3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559257 / E-Z GO GOLF CART	50500001670000									
P 2782232	505									3865.00
559258 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9258	258706	60			EZ GO TEXTRON	3865.00
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000			3865.00
P 2782233	50510005199902									3865.00
50500001670000	505									3865.00
559259 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9259	258706	60			EZ GO TEXTRON	3865.00
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000			3865.00
P 2782234	50510005199902									3865.00
50500001670000	505									3865.00
559260 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9260	258706	60			EZ GO TEXTRON	3865.00
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000			3865.00
P 2782235	50510005199902									3865.00
50500001670000	505									3865.00
559261 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9261	258706	60			EZ GO TEXTRON	3865.00
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000			3865.00
P 2782236	50510005199902									3865.00
50500001670000	505									3865.00
559262 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9262	258706	60			EZ GO TEXTRON	3865.00
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000			3865.00
P 2782237	50510005199902									3865.00
50500001670000	505									3865.00
559263 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9263	258706	60			EZ GO TEXTRON	3865.00
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000			3865.00
P 2782238	50510005199902									3865.00
50500001670000	505									3865.00
559264 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9264	258706	60			EZ GO TEXTRON	3865.00
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000			3865.00
P 2782240	50510005199902									3865.00
50500001670000	505									3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	TAG/REF#	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559264 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9265	258706 60	EZ GO TEXTRON	3865.00
50500001660000	50510005199902			50500001670000		.00		3865.00
559266 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9266	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00
559267 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9267	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00
559268 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9268	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00
559269 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9269	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00
559270 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9270	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00
559271 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9271	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		ASSIGNED:		DEPR		CALC		ACQUISITION:		VENDOR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	COST CENTER	LOCATION	CODE	TYPE	TYPE	DATE	METHOD	DATE	LIFE	PROJECT	INS COVERAGE	SALVAGE VALUE	CAPITAL COST	BOOK VALUE
MANUFACT	STATUS	TYPE	TYPE	TYPE	TYPE	TYPE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
COM CODE	TYPE	TYPE	TYPE	TYPE	TYPE	TYPE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
ASSET CLS	SERIAL NUMBER	ASSET DEPR ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	FUNDING SOURCE	FUNDING SOURCE	INVESTMENT ACCOUNT	INVESTMENT ACCOUNT	INVESTMENT ACCOUNT	INVESTMENT ACCOUNT	INVESTMENT ACCOUNT	INVESTMENT ACCOUNT	INVESTMENT ACCOUNT	INVESTMENT ACCOUNT	INVESTMENT ACCOUNT
ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT	ASSET ACCOUNT
559272	/ 0000 / E-Z GO GOLF CART	10 00 519	GOLF COURSE	Y	P	P	9272	258706	60	EZ GO	TEXTRON	3865.00	3865.00	3865.00	3865.00
151467	12/15/2011	ACTIVE	ROLLING STOCK	2782248	50500001660000	505	066402	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000
P	50500001660000														
559273	/ 0000 / E-Z GO GOLF CART	10 00 519	GOLF COURSE	Y	P	P	9273	258706	60	EZ GO	TEXTRON	3865.00	3865.00	3865.00	3865.00
151467	12/15/2011	ACTIVE	ROLLING STOCK	2782249	50500001660000	505	066402	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000
P	50500001660000														
559274	/ 0000 / E-Z GO GOLF CART	10 00 519	GOLF COURSE	Y	P	P	9274	258706	60	EZ GO	TEXTRON	3865.00	3865.00	3865.00	3865.00
151467	12/15/2011	ACTIVE	ROLLING STOCK	2782250	50500001660000	505	066402	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000
P	50500001660000														
559275	/ 0000 / E-Z GO GOLF CART	10 00 519	GOLF COURSE	Y	P	P	9275	258706	60	EZ GO	TEXTRON	3865.00	3865.00	3865.00	3865.00
151467	12/15/2011	ACTIVE	ROLLING STOCK	2782251	50500001660000	505	066402	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000
P	50500001660000														
559276	/ 0000 / E-Z GO GOLF CART	10 00 519	GOLF COURSE	Y	P	P	9276	258706	60	EZ GO	TEXTRON	3865.00	3865.00	3865.00	3865.00
151467	12/15/2011	ACTIVE	ROLLING STOCK	2782252	50500001660000	505	066402	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000
P	50500001660000														
559277	/ 0000 / E-Z GO GOLF CART	10 00 519	GOLF COURSE	Y	P	P	9277	258706	60	EZ GO	TEXTRON	3865.00	3865.00	3865.00	3865.00
151467	12/15/2011	ACTIVE	ROLLING STOCK	2782253	50500001660000	505	066402	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000
P	50500001660000														
559278	/ 0000 / E-Z GO GOLF CART	10 00 519	GOLF COURSE	Y	P	P	9278	258706	60	EZ GO	TEXTRON	3865.00	3865.00	3865.00	3865.00
151467	12/15/2011	ACTIVE	ROLLING STOCK	2782254	50500001660000	505	066402	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000
P	50500001660000														
559279	/ 0000 / E-Z GO GOLF CART	10 00 519	GOLF COURSE	Y	P	P	9279	258706	60	EZ GO	TEXTRON	3865.00	3865.00	3865.00	3865.00
151467	12/15/2011	ACTIVE	ROLLING STOCK	2782255	50500001660000	505	066402	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000	0/00/0000
P	50500001660000														

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
559279 / 151467 E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60			.00	3865.00	.00		
	50510005199902			066402						.00				
P 50500001660000	505			N		.00				.00	3865.00			
559280 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		
	50510005199902			066402						.00				
P 50500001660000	505			N		.00				.00	3865.00			
559281 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		
	50510005199902			066402						.00				
P 50500001660000	505			N		.00				.00	3865.00			
559282 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		
	50510005199902			066402						.00				
P 50500001660000	505			N		.00				.00	3865.00			
559283 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		
	50510005199902			066402						.00				
P 50500001660000	505			N		.00				.00	3865.00			
559284 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		
	50510005199902			066402						.00				
P 50500001660000	505			N		.00				.00	3865.00			
559285 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		
	50510005199902			066402						.00				
P 50500001660000	505			N		.00				.00	3865.00			
559286 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		
	50510005199902			066402						.00				
P 50500001660000	505			N		.00				.00	3865.00			

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	NEW/USED	INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	REMA LIFE PROJECT	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
559286 / E-Z GO GOLF CART	GOLF COURSE			2/29/2012	066402	N	0/00/0000								.00			.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559287 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559288 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559289 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559290 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559291 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559292 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559293 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION										TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR / CHECK DATE										ACQUISITION:		LIFE		INS COVERAGE		CAPITAL COST	
MANUFACT STATUS										METHOD DATE		PROJECT		SALVAGE VALUE		LTD DEPR	
COM CODE TYPE										DISPOSAL:							
ASSET CLS SERIAL NUMBER										DATE							
ASSET ACCOUNT										FO NBR				YTD DEPR		BOOK VALUE	
ACCT DEPR EXP ACCT										NEW/USED							
PUNDING SOURCE										INVESTMENT ACCOUNT							
DEPR CODE										CALC TYPE							
ASSIGNED:										ACQUISITION:		VENDOR NBR		VENDOR NAME		PURCHASE COST	
COST CENTER										METHOD DATE		LIFE		INS COVERAGE		CAPITAL COST	
LOCATION										DATE		PROJECT		SALVAGE VALUE		LTD DEPR	
DEPR EXP ACCT										FO NBR				YTD DEPR		BOOK VALUE	
ACCT DEPR ACCT										NEW/USED							
PUNDING SOURCE										INVESTMENT ACCOUNT							
559293	E-Z GO GOLF CART									066402							
P	ROLLING STOCK									N							
505000001660000																	
559294	/ 0000 / E-Z GO GOLF CART									9294							
151467	12/15/2011									PURCHASED							
P	ACTIVE									2/29/2012							
505000001660000										066402							
559295	/ 0000 / E-Z GO GOLF CART									9295							
151467	12/15/2011									PURCHASED							
P	ACTIVE									2/29/2012							
505000001660000										066402							
559296	/ 0000 / E-Z GO GOLF CART									9296							
151467	12/15/2011									PURCHASED							
P	ACTIVE									2/29/2012							
505000001660000										066402							
559297	/ 0000 / E-Z GO GOLF CART									9297							
151467	12/15/2011									PURCHASED							
P	ACTIVE									2/29/2012							
505000001660000										066402							
559298	/ 0000 / E-Z GO GOLF CART									9298							
151467	12/15/2011									PURCHASED							
P	ACTIVE									2/29/2012							
505000001660000										066402							
559299	/ 0000 / E-Z GO GOLF CART									9299							
151467	12/15/2011									PURCHASED							
P	ACTIVE									2/29/2012							
505000001660000										066402							
559300	/ 0000 / E-Z GO GOLF CART									9300							
151467	12/15/2011									PURCHASED							
P	ACTIVE									2/29/2012							
505000001660000										066402							

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR REM LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559300 / E-Z GO GOLF CART	505000001670000							
P 505000001660000	2782280							3865.00
559301 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9301	258706 60	EZ GO TETRON	3865.00
P 505000001660000	50510005199902							.00
P 505000001660000	505000001670000							.00
559302 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9302	258706 60	EZ GO TETRON	3865.00
P 505000001660000	50510005199902							.00
P 505000001660000	505000001670000							.00
559303 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9303	258706 60	EZ GO TETRON	3865.00
P 505000001660000	50510005199902							.00
P 505000001660000	505000001670000							.00
559304 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9304	258706 60	EZ GO TETRON	3865.00
P 505000001660000	50510005199902							.00
P 505000001660000	505000001670000							.00
559305 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9305	258706 60	EZ GO TETRON	3865.00
P 505000001660000	50510005199902							.00
P 505000001660000	505000001670000							.00
ASSET TYPE RS	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	120 ASSETS	26,364.00		919,144.69
				NON-DEPRECIABLE:	0 ASSETS	55,741.54		530,207.73
								388,936.96
								.00
								.00
								.00

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR / CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			DATE	PROJECT	SALVAGE VALUE	LTD DEPR
COM CODE	DEPR EXP ACCT			PO NBR		YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED			
ASSET ACCOUNT	FUNDING SOURCE			PRICE			
				INVESTMENT ACCOUNT			

TOTAL:

120 ASSETS

26,364.00
 55,741.54
 919,144.69
 530,207.73
 388,936.96

				INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	120 ASSETS	919,144.69
					530,207.73
					388,936.96
			NON-DEPRECIABLE:	0 ASSETS	.00
					.00
					.00
					.00
		TOTAL:		120 ASSETS	919,144.69
					530,207.73
					388,936.96
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00
					.00
					.00
			NON-DEPRECIABLE:	0 ASSETS	.00
					.00
					.00
		TOTAL:		0 ASSETS	.00
					.00
					.00

SELECTION CRITERIA:

TYPE - CE

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	1 ASSETS	INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
					.00	480.00
					.00	.00
					.00	480.00
					.00	.00
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			TOTAL:	1 ASSETS	.00	480.00
					.00	.00
					.00	480.00
					.00	.00
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			TOTAL:	0 ASSETS	.00	.00
					.00	.00
					.00	.00

Golf Club at Cypress Head [202067]
Net Book Value - Depreciation9/26/2012
1:10:10PM

Sorted: General - category

Financial

10/01/2011 - 09/30/2012

System No.	Asset Balances			Reductions							Net Book Value	
	Beginning Balance	Additions	Deletions	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions	Deletion Reductions	Total Reductions		
Buildings and Improvements												
2 Roll Up Doors												
13	2,150.00	0.00	0.00	2,150.00	943.50	53.75	SL	40.00	N/A	100.00	997.25	1,152.75
Pro Shop Office												
14	2,050.00	0.00	0.00	2,050.00	845.50	51.25	SL	40.00	N/A	100.00	896.75	1,153.25
18 Tee Signs												
16	7,919.18	0.00	0.00	7,919.18	7,919.18	0.00	SL	7.00	N/A	100.00	7,919.18	0.00
11 Ball washers												
17	3,385.15	0.00	0.00	3,385.15	3,385.15	0.00	SL	5.00	N/A	100.00	3,385.15	0.00
Range Lights												
20	5,300.00	0.00	0.00	5,300.00	4,542.84	757.16	SL	7.00	N/A	100.00	5,300.00	0.00
Pump												
22	2,450.00	0.00	0.00	2,450.00	2,100.00	350.00	SL	7.00	N/A	100.00	2,450.00	0.00
Range Lights												
25	1,293.25	0.00	0.00	1,293.25	1,108.50	184.75	SL	7.00	N/A	100.00	1,293.25	0.00
Park Benches												
27	1,739.18	0.00	0.00	1,739.18	1,490.70	248.48	SL	7.00	N/A	100.00	1,739.18	0.00
Side Walks												
31	2,736.60	0.00	0.00	2,736.60	820.98	136.83	SL	20.00	N/A	100.00	957.81	1,778.79
Plants Trees Parking Lot												
33	3,875.00	0.00	0.00	3,875.00	581.28	96.88	SL	40.00	N/A	100.00	678.16	3,196.84
Duct Smoke detectors												
34	1,574.32	0.00	0.00	1,574.32	472.32	78.72	SL	20.00	N/A	100.00	551.04	1,023.28
Restaurant Lights												
38	1,149.72	0.00	0.00	1,149.72	698.06	164.25	SL	7.00	N/A	100.00	862.31	287.41
Rest. & Pro Shop Entrances												
39	4,584.00	0.00	0.00	4,584.00	1,069.60	229.20	SL	20.00	N/A	100.00	1,298.80	3,285.20
Restaurant Banquet Rm Enclosure												
40	7,250.00	0.00	0.00	7,250.00	860.94	181.25	SL	40.00	N/A	100.00	1,042.19	6,207.81
Cort Pathway Pavers												
43	9,367.00	0.00	0.00	9,367.00	1,951.46	468.35	SL	20.00	N/A	100.00	2,419.81	6,947.19
Golf Course Drains												
44	8,011.36	0.00	0.00	8,011.36	1,669.04	400.57	SL	20.00	N/A	100.00	2,069.61	5,941.75
Subtotal Buildings and Improvements	64,834.76	0.00	0.00	64,834.76	30,459.05	3,401.44		0.00	0.00	0.00	33,860.49	30,974.27
Less dispositions and exchanges:												
	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Net total Buildings and Improvements	64,834.76	0.00	0.00	64,834.76	30,459.05	3,401.44		0.00	0.00	0.00	33,860.49	30,974.27
Furniture and Fixtures												
Furniture and Fixtures												
7	749.00	0.00	0.00	749.00	749.00	0.00	SL	7.00	N/A	100.00	749.00	0.00
EXHIBIT "C"												

10/01/2011 - 09/30/2012

System No.	Asset Balances				Reductions				Net Book Value			
	Beginning Balance	Additions	Deletions	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions		Deletion Reductions	Total Reductions	
Furniture and Fixtures												
Ball Washer	1,537.00	0.00	0.00	1,537.00	1,537.00	0.00	SL	N/A	100.00	0.00	1,537.00	0.00
8 Scoreboards	3,338.00	0.00	0.00	3,338.00	3,338.00	0.00	SL	N/A	100.00	0.00	3,338.00	0.00
9 Podium with Loudspeaker	866.00	0.00	866.00	0.00	866.00	0.00	SL	N/A	100.00	0.00	0.00	0.00
10 Bryant A/C	2,100.00	0.00	0.00	2,100.00	2,100.00	0.00	SL	N/A	100.00	0.00	2,100.00	0.00
11 Projection TV	2,575.00	0.00	0.00	2,575.00	2,575.00	0.00	SL	N/A	100.00	0.00	2,575.00	0.00
12 Water cooler (6)	1,763.00	0.00	0.00	1,763.00	1,763.00	0.00	SL	N/A	100.00	0.00	1,763.00	0.00
15 13 Water Coolers	678.41	0.00	0.00	678.41	678.41	0.00	SL	N/A	100.00	0.00	678.41	0.00
18 6 20 gallon Litter Baskets	950.68	0.00	0.00	950.68	950.68	0.00	SL	N/A	100.00	0.00	950.68	0.00
19 Bar Stools	1,090.20	0.00	0.00	1,090.20	934.44	155.76	SL	N/A	100.00	0.00	1,090.20	0.00
23 Freezer	1,485.67	0.00	0.00	1,485.67	1,273.44	212.23	SL	N/A	100.00	0.00	1,485.67	0.00
24 Restroom Fans	1,197.06	0.00	0.00	1,197.06	1,026.06	171.00	SL	N/A	100.00	0.00	1,197.06	0.00
26 Ansul Kitchen System	1,602.83	0.00	0.00	1,602.83	1,373.88	228.95	SL	N/A	100.00	0.00	1,602.83	0.00
30 Kitchen Steamer	3,308.60	0.00	0.00	3,308.60	2,126.97	472.66	SL	N/A	100.00	0.00	2,599.63	708.97
35 Hosiya Ice Machine	2,480.00	0.00	0.00	2,480.00	1,623.83	354.29	SL	N/A	100.00	0.00	1,978.12	501.88
36 FD100 Credit Card Machine	1,429.05	0.00	1,429.05	0.00	867.64	0.00	SL	N/A	100.00	867.64	0.00	0.00
37 Rest. Mats for New Carpet	503.00	0.00	0.00	503.00	341.33	71.86	SL	N/A	100.00	0.00	413.19	89.81
41 Trash Receptacles	1,266.00	0.00	0.00	1,266.00	723.44	180.86	SL	N/A	100.00	0.00	904.30	361.70
42 Subtotal: Furniture and Fixtures	28,919.50	0.00	2,295.05	26,624.45	24,848.12	1,847.61	0.00	0.00	1,733.64	24,962.09	1,662.36	
Less dispositions and exchanges:												
	2,295.05	0.00	2,295.05	0.00	1,733.64	0.00	0.00	0.00	1,733.64	0.00	0.00	0.00
Net for: Furniture and Fixtures	26,624.45	0.00	0.00	26,624.45	23,114.48	1,847.61	0.00	0.00	0.00	24,962.09	1,662.36	

EXHIBIT "C"

Net Book Value - Depreciation

Sorted: General - category

Financial

10/01/2011 - 09/30/2012

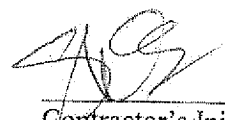
System No.	Asset Balances			Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Reductions			Total Reductions	Net Book Value
	Beginning Balance	Additions	Deletions					Other Reductions	Deletion Reductions	Reductions		
Machinery and Equipment												
1	543.00	0.00	0.00	543.00	543.00	0.00	0.00	0.00	0.00	0.00	543.00	0.00
Jacobson Pump						SL	7.00	N/A	100.00	D		
2	656.00	0.00	656.00	0.00	656.00	0.00	0.00	0.00	0.00	656.00	0.00	0.00
Taatic 550 Eager						SL	7.00	N/A	100.00			
3	603.00	0.00	0.00	603.00	603.00	0.00	0.00	0.00	0.00	0.00	603.00	0.00
Senior Golf BxH Picker						SL	7.00	N/A	100.00			
4	1,712.00	0.00	0.00	1,712.00	1,712.00	0.00	0.00	0.00	0.00	0.00	1,712.00	0.00
AG Gear Box						SL	7.00	N/A	100.00	D		
5	697.00	0.00	697.00	0.00	697.00	0.00	0.00	0.00	0.00	697.00	0.00	0.00
Jacobson Engine						SL	7.00	N/A	100.00	D		
6	1,034.00	0.00	1,034.00	0.00	1,034.00	0.00	0.00	0.00	0.00	1,034.00	0.00	0.00
Compressors						SL	7.00	N/A	100.00			
21	2,980.00	0.00	0.00	2,980.00	2,554.26	425.74	0.00	0.00	0.00	0.00	2,980.00	0.00
AC compressors						SL	10.00	N/A	100.00			
28	3,023.54	0.00	0.00	3,023.54	1,814.10	302.35	0.00	0.00	0.00	0.00	2,116.45	907.09
AC Slabs						SL	20.00	N/A	100.00			
29	5,550.40	0.00	0.00	5,550.40	1,665.12	277.52	0.00	0.00	0.00	0.00	1,942.64	3,607.76
Garage door						SL	20.00	N/A	100.00			
32	3,300.00	0.00	0.00	3,300.00	990.00	165.00	0.00	0.00	0.00	0.00	1,155.00	2,145.00
Capital Lease - Ricoh Copier MP161						SL	2.50	N/A	100.00			
45	1,298.00	0.00	0.00	1,298.00	778.80	0.00	0.00	0.00	0.00	0.00	778.80	519.20
Subtotal:	21,396.94	0.00	2,387.00	19,009.94	13,047.28	1,170.61	0.00	0.00	2,387.00	0.00	11,830.89	7,179.05
Machinery and Equipment												
Less dispositions and exchanges:												
	2,387.00	0.00	2,387.00	0.00	2,387.00	0.00	0.00	0.00	0.00	2,387.00	0.00	0.00
Net for:	19,009.94	0.00	0.00	19,009.94	10,660.28	1,170.61	0.00	0.00	0.00	0.00	11,830.89	7,179.05
Machinery and Equipment												
Subtotal:	115,151.20	0.00	4,682.05	110,469.15	68,354.45	6,419.66	0.00	0.00	4,120.64	0.00	70,653.47	39,815.68
Less dispositions and exchanges:												
	4,682.05	0.00	4,682.05	0.00	4,120.64	0.00	0.00	0.00	4,120.64	0.00	0.00	0.00
Grand Totals:	110,469.15	0.00	0.00	110,469.15	64,233.81	6,419.66	0.00	0.00	0.00	0.00	70,653.47	39,815.68

The Contractor, by executing the foregoing Agreement for Golf Course Management Services, acknowledges receipt of the following documents:

- EXHIBIT A** Request for Proposals (RFP) by the City of Port Orange dated April 2, 2012, as amended.
- EXHIBIT B** Kemper Sports Management Proposal in response to the RFP.
- EXHIBIT C** City of Port Orange Fixed Assets Inventory of the Golf Course at Cypress Head.

Supplemental Information Provided:

- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- Resolution No. 12-44 relating to Golf Course fees and charges


Contractor's Initials

**CONTRACT ADDENDUM NO. 1 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Addendum No. 1 (hereinafter referred to as the "Contract Addendum") is entered into by and between KEMPER SPORTS MANAGEMENT, INC., whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and CITY OF PORT ORANGE, FLORIDA, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to renovate the golf course during the term of the Agreement; and

WHEREAS, the Contractor's management services, previously bargained for in the Agreement, will be significantly reduced while the golf course is closed for renovations; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities; and

WHEREAS, the City deems it necessary to modify the budgeted expenses authorized during temporary golf course closure for renovation.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Contractor hereby agrees to temporarily reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement during each of the following months during calendar year 2015: May, June, July, August, September and October (the "Renovation Period") by fifty percent (50%). Beginning with November, 2015, payment of the monthly Fixed Management Fee in accordance with Section 3.A of the Agreement shall resume.
3. In addition to the day-to-day maintenance obligations set forth in the Agreement, Contractor shall be responsible for overseeing the course renovations as described in Bid #15-19 of the City of Port Orange.
4. The City hereby adopts the attached modified budget (Exhibit "A") to serve as the budget of expenses at the golf course during the six (6) month Renovation Period. In the event that the Contractor faces an unanticipated expenditure that is reasonable and necessary to carry out the provisions of this Contract Addendum or the Agreement, Contractor shall obtain prior written authorization from City Council prior to incurring the expense.
5. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
6. This Contract Addendum 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 Contract Addendum shall be deemed valid as if an original signature was delivered. No

contract shall be formed between Contractor and the City until the City signs this Contract Addendum.

7. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

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

Witnesses:

Tracy Tobin
Printed Name: Tracy Tobin

Maggie Linke
Printed Name: MAGGIE LINKE

KEMPER SPORTS MANAGEMENT, INC.

By: [Signature]
Printed Name: STEVEN R. SKINNER
Title: C.E.O.

Date: 4/27/15

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA #3883]

Contract Addendum Exhibit "A"

[illegible]

G&A							
G&A Salary GM/Controller	7,751	7,751	7,751	7,751	7,751	7,751	46,504
Payroll Benefits	1,931	1,931	1,931	1,931	1,931	1,931	11,586
Payroll - FICA	593	593	593	593	593	593	3,558
Payroll - U.C.	25	25	25	25	25	25	150
Payroll - W.C.	167	167	167	167	167	167	1,000
Payroll Expense	10,466	10,466	10,466	10,466	10,466	10,466	62,798
Office Supplies	50	50	50	50	50	50	299
Alarm System	90	90	90	90	90	90	540
Computer Service	235	235	235	235	235	235	1,409
Pest Control Quarterly payment	-	285	-	-	285	-	570
Off-Site Storage	157	157	157	157	157	157	942
Utilities - Other	1,000	1,000	1,000	1,000	1,000	2,550	7,550
Utilities - Telephone/Fax	141	121	107	100	101	150	720
Bank Charges	189	188	187	198	190	137	1,089
Cell Phone	175	175	175	175	175	175	1,050
Copier/Photocopies	35	35	35	35	35	35	210
Credit Card Discounts	75	75	75	75	75	75	450
Dues & Subscriptions	-	421	-	-	40	75	536
Insurance Expense	3,569	3,453	3,733	3,733	3,733	3,317	21,537
Payroll Processing Fee	146	167	198	131	122	250	1,013
Postage/Shipping	65	65	65	65	65	65	390
Tax/Licenses/Fees	-	-	-	38	45	-	83
Travel - Other	586	144	481	1,368	418	450	3,446
Operating Expenses	6,512	6,661	6,587	7,449	6,814	7,811	41,835
F&B Department							
Salary/Hourly 1/2 month prior to open	-	-	-	-	-	6,500	6,500
Payroll Benefits	-	-	-	-	-	1,100	1,100
Payroll - FICA	-	-	-	-	-	500	500
Payroll - U.C.	-	-	-	-	-	50	50
Payroll - W.C.	-	-	-	-	-	167	167
Payroll Expense	-	-	-	-	-	8,317	8,317
Sales & Marketing Department							
Salary	1,950	1,695	1,695	3,060	3,060	3,060	14,520
Payroll Benefits	185	-	-	375	375	375	1,309
Payroll - FICA	125	-	-	234	234	234	827
Payroll - U.C.	8	-	-	8	8	8	31
Payroll - W.C.	35	-	-	65	65	65	230
Payroll Expense	2,303	1,695	1,695	3,741	3,741	3,741	16,916
Adv/Promo - Mktg/Bus Dev	1,031	700	700	7,500	10,000	15,000	34,931
Website Expense	-	2,100	-	-	-	-	2,100
Operating Expenses	1,031	2,800	700	7,500	10,000	15,000	37,031
Facility Totals							
Monthly Payroll Total	36,857	36,249	36,249	38,295	38,295	51,962	237,907
Monthly Expenses Total	25,272	26,183	26,109	35,491	37,536	50,470	201,061
Monthly Management Fees	0	0	0	7370	7370	7591	22,331
Monthly Total	62,129	62,432	62,358	81,156	83,201	110,023	461,299
Monthly Revenue	3,000	3,000	3,000	3,000	3,000	3,000	18,000
Proj. Soft Costs	59,129	59,432	59,358	78,156	80,201	107,023	443,299
*Cart Lease Payments - city payment to city	6,032	6,032	6,032	6,032	6,032	6,032	36,192

The information contained in this pro forma is based on assumptions and future events and does not take into account, nor make provision for, any rise or decline in local or general economic conditions and other circumstances that may have significant adverse effects on actual results. These projections have been prepared based on current information available. KemperSports cannot, and does not, warrant or guarantee the information contained in this pro forma to be a projection of actual results of the operation of this facility.

**CONTRACT ADDENDUM NO. 2 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Addendum No. 2 (hereinafter referred to as the "Contract Addendum") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to lease the Cypress Head restaurant and banquet facility to a professional restaurateur; and

WHEREAS, the Contractor has expressly authorized the City to explore all options regarding a potential lease of the restaurant and banquet facility; and

WHEREAS, with the permission of the Contractor, the City has prepared RFP 15-29 in which the City will seek proposals from prospective restaurateurs interested in leasing the restaurant and banquet facility; and

WHEREAS, the Contractor's food and beverage ("F&B") management services, previously bargained for in the Agreement, will no longer be needed if the City successfully secures a restaurateur; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Contractor hereby agrees to reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement by twenty-four percent (24%) beginning November 1, 2015. Said reduction, once implemented, shall remain in effect for the remainder of the Agreement term, and any renewal term thereafter, unless otherwise modified as provided for herein. Upon execution of this Agreement by the Parties, Contractor shall no longer be responsible for the F&B management services as set forth in the Agreement. However, Contractor shall continue to advertise and market the golf course, golf tournaments, and other special events (i.e. weddings, banquets, private parties, etc.) which may include the use of the banquet facility, and shall maintain the master schedule of special events held within the banquet facility for calendaring purposes.
3. The City shall have the option, at its sole discretion, to re-engage the Contractor for F&B management services at the originally agreed upon Fixed Management Fee at any time during the term of the Agreement, upon ten (10) days written notice from the City to the Contractor.

4. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
5. This Contract Addendum 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 Contract Addendum shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract Addendum.
6. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

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

Witnesses:

Tracy Tobin
Printed Name: Tracy Tobin

Maggie Linke
Printed Name: MAGGIE LINKE

CONTRACTOR:
KEMPER SPORTS MANAGEMENT, INC.

[Signature]
By: _____
Printed Name: STEVEN K SKINNER
Title: C.E.O.
Date: 8/31/15

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA #4941}

AMENDMENT AND EXTENSION OF AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES

This Amendment and Extension of Agreement for Golf Course Management Services (hereinafter referred to as the "Amendment") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the Parties dated September 18, 2012, as amended by Addendum 1 on April 28, 2015, and as further amended by Addendum 2 on September 9, 2015 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to extend the Agreement with the Contractor for an additional three (3) year term with an option to extend for an additional two (2) year term thereafter; and

WHEREAS, the City no longer wishes to require a USGA Turf Advisory Report annually, but instead would like to be able to request a report on an as-needed basis; and

WHEREAS, the City desires to update its maintenance standards for the newly renovated greens; and

WHEREAS, the City desires to update its practices and processes as it relates to finance and accounting.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Subsection 2.A.4. of the Agreement is hereby amended to read, in its entirety, as follows:
The Contractor shall be authorized as the City's agent to purchase goods and services from City approved vendors and contractors and in accordance with the City purchasing policies. When the Contractor elects to purchase good and/or services independent of the City's purchasing power then the Contractor shall submit the pricing and specifications to the City prior to purchase and the City shall have the right to require the Contractor to purchase goods and/or services at the best price for comparable specifications. City shall provide Contractor a list of approved vendors relative to Contractor's goods and/or services, upon Contractor's request.
3. Subsection 2.I.1. of the Agreement is hereby amended to read, in its entirety, as follows:
All Revenues generated by the Golf Course and collected by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into an account in a bank approved by the City. Such deposit shall be made daily and no later than close of business day at the Golf Course. The Mayor and City Manager shall be approved signatories on the account.
4. Subsection 2.I.3. of the Agreement is hereby amended to read, in its entirety, as follows:
The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and

whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value.

5. Section 6 of the Agreement is hereby amended to read, in its entirety, as follow:

Section 6. TERM

The term of this Agreement shall commence on October 1, 2012 and expire on September 30, 2020 unless sooner terminated as provided herein. This Agreement may be renewed for an additional two (2) year period, at the City's option and with the mutual acceptance by Contractor within thirty (30) days of the City's exercise of its option; such option shall be exercised by the City, in writing, at least six (6) months prior to the expiration of the Agreement.

6. Section 20 of RFP 12-11 as set forth on pages 18-19 of Exhibit "A" to the Agreement is hereby amended to read, in its entirety, as follows:

20. Reports: Monthly reports of activities shall be submitted to the Finance Director, with a copy to the Parks and Recreation Director, by the 15th of each month. Reports can be in the form developed by the Proposer and approved by the Director of Parks and Recreation. Reports to be submitted include but are not limited to the following:

- 1) Gross Revenue Statement
- 2) Sales Tax Report
- 3) Staff Vacancies
- 4) Rounds of Golf
- 5) Expenditures Statement
- 6) Balance Sheet
- 7) Bank Reconciliation

Within ninety (90) days after each fiscal year an annual report of the golf court activities, revenues, improvements and conditions must be prepared by the Proposer for review by the City Council and will include but are not limited to the following:

- 1) Revenue Report
- 2) Capital Improvement Status
- 3) Equipment Inventory
- 4) Organizational Chart
- 5) Rounds of Golf Report
- 6) Expenditures Statement broken out by standard expenditure classifications*
- 7) Marketing Plan and Performance Report
- 8) USGA Turf Advisory Report, only upon request by the City

*Said statement shall be certified as true, accurate and complete by the Proposer, by and through a duly authorized independent Certified Public Accountant. The City may take any action necessary to monitor the progress of the contractor if deemed in the best interest of the City.

7. Section 00210 of RFP 12-11 as set forth on pages 31-37 of Exhibit "A" of the Agreement is hereby amended to remove the requirement to submit an annual USGA Green Section Turf Advisory Service Report, and replace said requirement by requiring a USGA Green Section Turf Advisory Service Report upon request by the City.
8. Section 00210 of RFP 12-11 as set forth on pages 31-37 of Exhibit "A" of the Agreement is hereby amended to establish the new maintenance standard for the greens as set forth on Exhibit "A" to this Amendment. Any conflict between the standards for green maintenance set forth in RFP 12-11 for green maintenance, and the new green maintenance standard attached hereto as Exhibit "A", shall resolve with the Contractor applying the new green maintenance standard attached hereto as **Exhibit "A"**.
9. Exhibit "C" of the Agreement is hereby replaced by the updated inventory list attached hereto as **Exhibit "B"**.
10. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
11. This Amendment 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 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Amendment.
12. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party to the Amendment.

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

Witnesses:

Tracy Tobin
Printed Name: Tracy Tobin

Julie D. Voie-Arman
Printed Name: JULIE D. VOIE-ARMOUR

CONTRACTOR:

KEMPER SPORTS MANAGEMENT, INC.

By: [Signature]
Printed Name: STEVEN K. SKINNER
Title: C.E.O.

Date: 7/21/17

Witnesses:

Michelle Cusella
Printed Name: Michelle Cusella

Barbara J. Abbate
Printed Name: Barbara J. Abbate

CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: 8/1/17

Witnesses:

Michelle Cusella
Printed Name: Michelle Cusella

Barbara J. Abbate
Printed Name: Barbara J. Abbate

ATTEST:

By: 
Robin L. Fenwick, CMC, City Clerk

Date: 8/1/17

[CA #5859]

Exhibit A

Cypress Head Golf Club					
<u>GREEN'S STANDARDS OF MAINTENANCE</u>					
	Winter	Spring	Summer	Fall	
	Dec Jan Feb	Mar April May	Jun July August Sept	Oct Novemeber	
Species/Variety-Jones Dwarf					
Target Speed	9.0-10.5	9.0-10.0	9.0-10.0	9.0-10.0	
Mowing Freq.	3X/wk.	5x/wk.	7x/wk.	5X/wk.	
Clean up cut Freq.	2x/week	2x/week	3x/week	2x/week	
Mower Type	Triplex	Triplex	Triplex	Triplex	
		Grooming Weekly until warm enough for light			
Verticutting(dethatching)/Grooming	Grooming 2x monthly	verticutting	Every 2 weeks verticutting	Grooming weekly	
Topdress	Monthly based on growth	2x/Month	following verticutting	2x/Month	
Aerification		April	June and August		
Overseeding Rate	NA	NA	NA	NA	
Ball Mark Repair Freq.	daily	daily	daily	daily	
Logo-ed Flags	Yes	Yes	Yes	Yes	
Pin Placement Rotation	Random	Random	Random	Random	
Handwatering	as needed	as needed	as needed	as needed	
Greens Rolled	2-3X/wk	3X/wk	3-4x/wk	3X/wk	
Pest/Nematode Control		as needed	as needed	as needed	
Weed Control (Post/Pre)	as needed	as needed	as needed	as needed	
	Liquid fertilisers 2x monthly+ light granular application in Feb if needed	Granular applications prior to aerification + weekly liquid applications	Granular applications prior to aerification + weekly liquid applications	Possibly one final granular application if needed + liquid fertilisers biweekly	
Fertility	as needed			as needed	
Pigment					
Growth Regulator	as temperatures dictate	weekly applications	weekly applications	as temperatures dictate	

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ASSET REGISTER
BY COST CENTER

Exhibit "B"

PAGE 1

SELECTION CRITERIA:

TYPE - ALL TYPE CODES
LOCATION - ALL LOCATIONS
STATUSES - A F
CLASS - ALL CLASSES
PROJECT - ALL PROJECTS
ACQUISITION METHOD - ALL ACQUISITION METHODS
DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE
DEPARTMENT - 53
DIVISION - ALL DIVISIONS
ACTIVITY - ALL ACTIVITIES
PRINT MISC INFO - NO
ACQUISITION DATE - FROM EARLIEST TO LATEST
DISPOSAL DATE - FROM EARLIEST TO LATEST

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ASSET REGISTER
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PAGE 2

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR LIFE	REMA LIFE	VENDOR NAME	INS COVERAGE	PURCHASE COST
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COM CODE TYPE	DEPR EXP ACCT				NEW/USED	PRICE					BOOK VALUE
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ASSET ACCOUNT	FUNDING SOURCE										
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ACTIVE	50510005199902			070449							
ROLLING STOCK	50500001670000			N					924.70		924.70
P 3171063	505										4119.14
50500001660000											
539760 / 0000 / EZ GO GAS BEVERAGE CART	53 00 519	Y	P	9760	258706						
174745 11/25/2015	GOLF COURSE			11/25/2015	0/00/0000		49		EZ GO TEXTRON		15984.40
ACTIVE	50510005199902			070449							
ROLLING STOCK	50500001670000			N					2930.47		2930.47
P 3170501	505										13053.93
50500001660000											
539761 / 0000 / EZ GO GAS GOLF CART	53 00 519	Y	P	9761	258706						
174745 11/25/2015	GOLF COURSE			11/25/2015	0/00/0000		49		EZ GO TEXTRON		5043.84
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ROLLING STOCK	50500001670000			N					924.70		924.70
P 3171062	505										4119.14
50500001660000											
539798 / 0000 / 2016 KUBOTA L3901 TRACTOR	53 00 519	Y	P	9798	259351						
176367 3/16/2016	GOLF COURSE			3/30/2016	0/00/0000		53		RIDGE EQUIPMENT CO. INC.		30822.00
ACTIVE	50510005199902			071069							
EQUIPMENT (DEPRECIABLE)	50500001670000			N					3595.90		3595.90
P 60073	505										27226.10
50500001660000											
539799 / 0000 / 2016 TORO PROPASS 200 SPREADER	53 00 519	Y	P	9799	259088						
176752 3/30/2016	GOLF COURSE			3/30/2016	0/00/0000		53		WESCO TURF INC		12813.01
ACTIVE	50510005199902			071060							
EQUIPMENT (DEPRECIABLE)	50500001670000			N					1494.85		1494.85
P 316000119	505										11318.16
50500001660000											
539841 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9841	258706						
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ACTIVE	50510005199902			070449							
ROLLING STOCK	50500001670000			N					389.07		389.07
P EZGDZ0AFKG3171747	505										1733.16
50500001660000											
539842 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9842	258706						
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ROLLING STOCK	50500001670000			N					389.07		389.07
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ASSET REGISTER
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COM CODE TYPE	DEPR EXP ACCT	PO NBR		YTD DEPR	BOOK VALUE
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	ACTIVE				
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					2122.23
					.00

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION					TAG/REF#		VENDOR NBR	VENDOR NAME	PURCHASE COST	
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MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DATE	PROJECT	YTD DEPR	SALVAGE VALUE	LTD DEPR
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539864	EZ GO GOLF CART									
P	EZGDZ0AFCG3171792									
505000001660000		505000001670000			N		.00			1733.16
539865	/ 0000 / EZ GO GOLF CART				9865					
174745	11/25/2015	53 00 519	Y	P	PURCHASED	258706				
	ACTIVE	GOLF COURSE			11/25/2015	60	49	EZ GO TEXTRON		
	ROLLING STOCK	505100005199902			070449	0/00/0000		.00		2122.23
P	EZGDZ0AFAG3171799	505000001670000			N		.00	389.07		.00
505000001660000		505000001670000								1733.16
539866	/ 0000 / EZ GO GOLF CART				9866					
174745	11/25/2015	53 00 519	Y	P	PURCHASED	258706				
	ACTIVE	GOLF COURSE			11/25/2015	60	49	EZ GO TEXTRON		
	ROLLING STOCK	505100005199902			070449	0/00/0000		.00		2122.23
P	EZGDZ0AFPG3171794	505000001670000			N		.00	389.07		.00
505000001660000		505000001670000								1733.16
539867	/ 0000 / EZ GO GOLF CART				9867					
174745	11/25/2015	53 00 519	Y	P	PURCHASED	258706				
	ACTIVE	GOLF COURSE			11/25/2015	60	49	EZ GO TEXTRON		
	ROLLING STOCK	505100005199902			070449	0/00/0000		.00		2122.22
P	EZGDZ0AFJG3171779	505000001670000			N		.00	389.07		.00
505000001660000		505000001670000								1733.15
539868	/ 0000 / EZ GO GOLF CART				9868					
174745	11/25/2015	53 00 519	Y	P	PURCHASED	258706				
	ACTIVE	GOLF COURSE			11/25/2015	60	49	EZ GO TEXTRON		
	ROLLING STOCK	505100005199902			070449	0/00/0000		.00		2122.22
P	EZGDZ0AFEG3171791	505000001670000			N		.00	389.07		.00
505000001660000		505000001670000								1733.15
539869	/ 0000 / EZ GO GOLF CART				9869					
174745	11/25/2015	53 00 519	Y	P	PURCHASED	258706				
	ACTIVE	GOLF COURSE			11/25/2015	60	49	EZ GO TEXTRON		
	ROLLING STOCK	505100005199902			070449	0/00/0000		.00		2122.23
P	EZGDZ0AFLG3171769	505000001670000			N		.00	389.07		.00
505000001660000		505000001670000								1733.16
539870	/ 0000 / EZ GO GOLF CART				9870					
174745	11/25/2015	53 00 519	Y	P	PURCHASED	258706				
	ACTIVE	GOLF COURSE			11/25/2015	60	49	EZ GO TEXTRON		
	ROLLING STOCK	505100005199902			070449	0/00/0000		.00		2122.23
P	EZGDZ0AFEG3171788	505000001670000			N		.00	389.07		.00
505000001660000		505000001670000								1733.16
539871	/ 0000 / EZ GO GOLF CART				9871					
174745	11/25/2015	53 00 519	Y	P	PURCHASED	258706				
	ACTIVE	GOLF COURSE			11/25/2015	60	49	EZ GO TEXTRON		
	ROLLING STOCK	505100005199902			070449	0/00/0000		.00		2122.22
P	EZGDZ0AFKG3171778	505000001670000			N		.00	389.07		.00
										1733.17

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ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR	CHECK DATE	STATUS	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE	INS COVERAGE	CAPITAL COST
COM CODE	TYPE		LOCATION			DATE	REMA	SALVAGE VALUE	LTD DEPR
ASSET CLS	SERIAL NUMBER		DEPR EXP ACCT			PO NBR	PRICE	YTD DEPR	BOOK VALUE
ASSET ACCOUNT			ACCUM DEPR ACCT			NEW/USED	INVESTMENT ACCOUNT		
539871	/ 0000 /	EZ GO GOLF CART	505						
50500001660000	11/25/2015	ACTIVE	53 00 519	Y	P	11/25/2015	258706	EZ GO TEXTRON	2122.22
		ROLLING STOCK	GOLF COURSE			070449	60	.00	.00
P		EZGDZ0AFKG3171775	50510005199902			N	0/00/0000	389.07	389.07
50500001660000			50500001670000					.00	1733.15
539873	/ 0000 /	EZ GO GOLF CART	505						
50500001660000	11/25/2015	ACTIVE	53 00 519	Y	P	11/25/2015	258706	EZ GO TEXTRON	2122.23
		ROLLING STOCK	GOLF COURSE			070449	60	.00	.00
P		EZGDZ0AFVG3171784	50510005199902			N	0/00/0000	389.07	389.07
50500001660000			50500001670000					.00	1733.16
539874	/ 0000 /	EZ GO GOLF CART	505						
50500001660000	11/25/2015	ACTIVE	53 00 519	Y	P	11/25/2015	258706	EZ GO TEXTRON	2122.23
		ROLLING STOCK	GOLF COURSE			070449	60	.00	.00
P		EZGDZ0AFVG3171749	50510005199902			N	0/00/0000	389.07	389.07
50500001660000			50500001670000					.00	1733.16
539875	/ 0000 /	EZ GO GOLF CART	505						
50500001660000	11/25/2015	ACTIVE	53 00 519	Y	P	11/25/2015	258706	EZ GO TEXTRON	2122.23
		ROLLING STOCK	GOLF COURSE			070449	60	.00	.00
P		EZGDZ0AFVG3171735	50510005199902			N	0/00/0000	389.07	389.07
50500001660000			50500001670000					.00	1733.16
539876	/ 0000 /	EZ GO GOLF CART	505						
50500001660000	11/25/2015	ACTIVE	53 00 519	Y	P	11/25/2015	258706	EZ GO TEXTRON	2122.22
		ROLLING STOCK	GOLF COURSE			070449	60	.00	.00
P		EZGDZ0AFKG3171772	50510005199902			N	0/00/0000	389.07	389.07
50500001660000			50500001670000					.00	1733.15
539877	/ 0000 /	EZ GO GOLF CART	505						
50500001660000	11/25/2015	ACTIVE	53 00 519	Y	P	11/25/2015	258706	EZ GO TEXTRON	2122.23
		ROLLING STOCK	GOLF COURSE			070449	60	.00	.00
P		EZGDZ0AFJG3171748	50510005199902			N	0/00/0000	389.07	389.07
50500001660000			50500001670000					.00	1733.16
539878	/ 0000 /	EZ GO GOLF CART	505						
50500001660000	11/25/2015	ACTIVE	53 00 519	Y	P	11/25/2015	258706	EZ GO TEXTRON	2122.22
		ROLLING STOCK	GOLF COURSE			070449	60	.00	.00
P		EZGDZ0AFEG3171757	50510005199902			N	0/00/0000	389.07	389.07
50500001660000			50500001670000					.00	1733.15

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ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR	CHECK DATE		COST CENTER	CODE	TYPE	ACQUISITION:	LIFE	INS COVERAGE	CAPITAL COST
COM CODE	TYPE		LOCATION			DATE	REMA	SALVAGE VALUE	LTD DEPR
ASSET CLS	SERIAL NUMBER		DEPR EXP ACCT			PO NBR	PRICE	YTD DEPR	BOOK VALUE
ASSET ACCOUNT			FUNDING SOURCE			NEW/USED	INVESTMENT ACCOUNT		
539879	/ 0000 / EZ GO GOLF CART					9879	258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE				070449			.00
	ROLLING STOCK	50510005199902							.00
P	EZGDZ0AFHG3171740	50500001670000			N		.00		389.07
50500001660000		505							1733.15
539880	/ 0000 / EZ GO GOLF CART					9880	258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE				070449			.00
	ROLLING STOCK	50510005199902							.00
P	EZGDZ0AFHG3171756	50500001670000			N		.00		389.07
50500001660000		505							1733.16
539881	/ 0000 / EZ GO GOLF CART					9881	258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE				070449			.00
	ROLLING STOCK	50510005199902							.00
P	EZGDZ0AFVG3171753	50500001670000			N		.00		389.07
50500001660000		505							1733.16
539882	/ 0000 / EZ GO GOLF CART					9882	258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE				070449			.00
	ROLLING STOCK	50510005199902							.00
P	EZGDZ0AFLG3171755	50500001670000			N		.00		389.07
50500001660000		505							1733.16
539883	/ 0000 / EZ GO GOLF CART					9883	258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE				070449			.00
	ROLLING STOCK	50510005199902							.00
P	EZGDZ0AFLG3171741	50500001670000			N		.00		389.07
50500001660000		505							1733.16
539884	/ 0000 / EZ GO GOLF CART					9884	258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE				070449			.00
	ROLLING STOCK	50510005199902							.00
P	EZGDZ0AFVG3171798	50500001670000			N		.00		389.07
50500001660000		505							1733.16
539885	/ 0000 / EZ GO GOLF CART					9885	258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE				070449			.00
	ROLLING STOCK	50510005199902							.00
P	EZGDZ0AFHG3171787	50500001670000			N		.00		389.07
50500001660000		505							1733.16
539886	/ 0000 / EZ GO GOLF CART					9886	258706		

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		ASSIGNED:	DEPR	CALC	TAG/REF#		VENDOR	NBR	VENDOR NAME	PURCHASE COST	
CHECK NBR	CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	DISPOSAL:	LIFE	REM	INS COVERAGE	CAPITAL	COST
MANUFACT	STATUS	LOCATION			METHOD	DATE		LIFE	SALVAGE VALUE	LTD DEPR	BOOK VALUE
COM CODE	TYPE	DEPR EXP ACCT			PO NBR	METHOD	PROJECT		YTD DEPR		
ASSET CLS	SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED	PRICE					
ASSET ACCOUNT		FUNDING SOURCE			INVESTMENT	ACCOUNT					
539886 174745	EZ GO GOLF CART 11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	.00		2122.23
	ACTIVE	GOLF COURSE				0/00/0000			.00		.00
	ROLLING STOCK	50510005199902			070449				389.07		389.07
P	EZGDZ0AFHG3171742	50500001670000			N		.00				1733.16
50500001660000		505									
539887 174745	/ 0000 / EZ GO GOLF CART 11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	.00		2122.23
	ACTIVE	GOLF COURSE				0/00/0000			.00		.00
	ROLLING STOCK	50510005199902			070449				389.07		389.07
P	EZGDZ0AFVG3171736	50500001670000			N		.00				1733.16
50500001660000		505									
539888 174745	/ 0000 / EZ GO GOLF CART 11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	.00		2122.22
	ACTIVE	GOLF COURSE				0/00/0000			.00		.00
	ROLLING STOCK	50510005199902			070449				389.07		389.07
P	EZGDZ0AFKG3171764	50500001670000			N		.00				1733.15
50500001660000		505									
539889 174745	/ 0000 / EZ GO GOLF CART 11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	.00		2122.23
	ACTIVE	GOLF COURSE				0/00/0000			.00		.00
	ROLLING STOCK	50510005199902			070449				389.07		389.07
P	EZGDZ0AFKG3171733	50500001670000			N		.00				1733.16
50500001660000		505									
539890 174745	/ 0000 / EZ GO GOLF CART 11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	.00		2122.23
	ACTIVE	GOLF COURSE				0/00/0000			.00		.00
	ROLLING STOCK	50510005199902			070449				389.07		389.07
P	EZGDZ0AFTG3171759	50500001670000			N		.00				1733.16
50500001660000		505									
539891 174745	/ 0000 / EZ GO GOLF CART 11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	.00		2122.22
	ACTIVE	GOLF COURSE				0/00/0000			.00		.00
	ROLLING STOCK	50510005199902			070449				389.07		389.07
P	EZGDZ0AFEG3171760	50500001670000			N		.00				1733.15
50500001660000		505									
539892 174745	/ 0000 / EZ GO GOLF CART 11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015	60	49	.00		2122.22
	ACTIVE	GOLF COURSE				0/00/0000			.00		.00
	ROLLING STOCK	50510005199902									

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: DEPR CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER CODE TYPE	ACQUISITION: METHOD DATE	LIFE REM	INS COVERAGE	CAPITAL COST
COM CODE TYPE	LOCATION	DISPOSAL: DATE	LIFE	SALVAGE VALUE	LTD DEPR
ASSET CLS SERIAL NUMBER	DEPR EXP ACCT	PO NBR	PROJECT	YTD DEPR	BOOK VALUE
ASSET ACCOUNT	ACCUM DEPR ACCT	NEW/USED PRICE			
	FUNDING SOURCE	INVESTMENT ACCOUNT			
539893	EZ GO GOLF CART				
	ACTIVE	11/25/2015			
	ROLLING STOCK	070449		389.00	389.00
P	EZGDZ0AFHG3171752	N		.00	1733.16
50500001660000	505				
539894	/ 0000 / EZ GO GOLF CART				
174745	11/25/2015	53 00 519 Y P	9894	258706	
	ACTIVE	11/25/2015	60	49	
	ROLLING STOCK	070449		.00	2122.23
P	EZGDZ0AFHG3171739	N		389.07	389.07
50500001660000	505			.00	1733.16
539895	/ 0000 / EZ GO GOLF CART				
174745	11/25/2015	53 00 519 Y P	9895	258706	
	ACTIVE	11/25/2015	60	49	
	ROLLING STOCK	070449		.00	2122.22
P	EZGDZ0AFHG3171773	N		389.07	389.07
50500001660000	505			.00	1733.15
539896	/ 0000 / EZ GO GOLF CART				
174745	11/25/2015	53 00 519 Y P	9896	258706	
	ACTIVE	11/25/2015	60	49	
	ROLLING STOCK	070449		.00	2122.23
P	EZGDZ0AFHG3171771	N		389.07	389.07
50500001660000	505			.00	1733.16
539897	/ 0000 / EZ GO GOLF CART				
174745	11/25/2015	53 00 519 Y P	9897	258706	
	ACTIVE	11/25/2015	60	49	
	ROLLING STOCK	070449		.00	2122.23
P	EZGDZ0AFJG3171734	N		389.07	389.07
50500001660000	505			.00	1733.16
539898	/ 0000 / EZ GO GOLF CART				
174745	11/25/2015	53 00 519 Y P	9898	258706	
	ACTIVE	11/25/2015	60	49	
	ROLLING STOCK	070449		.00	2122.23
P	EZGDZ0AFKG3171750	N		389.07	389.07
50500001660000	505			.00	1733.16
539899	/ 0000 / EZ GO GOLF CART				
174745	11/25/2015	53 00 519 Y P	9899	258706	
	ACTIVE	11/25/2015	60	49	
	ROLLING STOCK	070449		.00	2122.22
P	EZGDZ0AFAG3171768	N		389.07	389.07
50500001660000	505			.00	1733.15
539900	/ 0000 / EZ GO GOLF CART				
174745	11/25/2015	53 00 519 Y P	9900	258706	
	ACTIVE	11/25/2015	60	49	
				.00	2122.23
				.00	.00

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION					TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	DISPOSAL:	LIFE	REM	INS	COVERAGE	VALUE	CAPITAL COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DATE	PROJECT	LIFE	YTD DEPR	SALVAGE	BOOK VALUE	LTD DEPR
COM CODE	TYPE	LOCATION	DEPR EXP	ACCT	PO NBR	DATE						
ASSET CLS	SERIAL NUMBER	DEPR EXP	ACCT		NEW/USED	PRICE						
ASSET ACCOUNT		FUNDING SOURCE			INVESTMENT	ACCOUNT						
539900	EZ GO GOLF CART											
	ROLLING STOCK	50510005199902			070449					389.07		389.07
P	EZGDZ0AFKG3171795	50500001670000			N		.00					1733.16
50500001660000		505										
539903	/ 0000 / EZ GO GOLF CART					9903		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015		60	49	.00		2122.22
	ACTIVE	GOLF COURSE			070449	0/00/0000				.00		.00
P	ROLLING STOCK	50510005199902			N		.00			389.07		389.07
50500001660000	EZGDZ0AFVG3171767	50500001670000										1733.15
50500001660000		505										
539904	/ 0000 / EZ GO GOLF CART					9904		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015		60	49	.00		2122.22
	ACTIVE	GOLF COURSE			070449	0/00/0000				.00		.00
P	ROLLING STOCK	50510005199902			N		.00			389.07		389.07
50500001660000	EZGDZ0AFPG3171777	50500001670000										1733.15
50500001660000		505										
539905	/ 0000 / EZ GO GOLF CART					9905		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015		60	49	.00		2122.23
	ACTIVE	GOLF COURSE			070449	0/00/0000				.00		.00
P	ROLLING STOCK	50510005199902			N		.00			389.07		389.07
50500001660000	EZGDZ0AFHG3171790	50500001670000										1733.16
50500001660000		505										
539906	/ 0000 / EZ GO GOLF CART					9906		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015		60	49	.00		2122.22
	ACTIVE	GOLF COURSE			070449	0/00/0000				.00		.00
P	ROLLING STOCK	50510005199902			N		.00			389.07		389.07
50500001660000	EZGDZ0AFLG3171786	50500001670000										1733.15
50500001660000		505										
539907	/ 0000 / EZ GO GOLF CART					9907		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015		60	49	.00		2122.23
	ACTIVE	GOLF COURSE			070449	0/00/0000				.00		.00
P	ROLLING STOCK	50510005199902			N		.00			389.07		389.07
50500001660000	EZGDZ0AFJG3171782	50500001670000										1733.16
50500001660000		505										
539908	/ 0000 / EZ GO GOLF CART					9908		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015		60	49	.00		2122.23
	ACTIVE	GOLF COURSE			070449	0/00/0000				.00		.00
P	ROLLING STOCK	50510005199902			N		.00			389.07		389.07
50500001660000	EZGDZ0AFAG3171754	50500001670000										1733.16
50500001660000		505										
539909	/ 0000 / EZ GO GOLF CART					9909		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	11/25/2015		60	49	.00		2122.22
	ACTIVE	GOLF COURSE			070449	0/00/0000				.00		.00
P	ROLLING STOCK	50510005199902					.00			389.07		389.07
50500001660000												

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR LIFE REM	VENDOR NAME INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION				DATE	DATE	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE TYPE	DEPR EXP ACCT				PO NBR	METHOD	PROJECT	YTD DEPR	LTD DEPR
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT				NEW/USED	PRICE			BOOK VALUE
ASSET ACCOUNT	FUNDING SOURCE				INVESTMENT ACCOUNT				
539909 EZ GO GOLF CART	50500001670000				N	.00			1733.15
P EZGDZ0AFPG3171780	505								
539911 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9911	11/25/2015	0/00/0000	258706 60 49	EZ GO TEXTRON	2122.23
174745 ACTIVE	GOLF COURSE				11/25/2015			.00	.00
ROLLING STOCK	50510005199902				070449			389.07	389.07
P EZGDZ0AFPG3171758	50500001670000				N	.00			1733.16
50500001660000	505								
539912 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9912	11/25/2015	0/00/0000	258706 60 49	EZ GO TEXTRON	2122.23
174745 ACTIVE	GOLF COURSE				11/25/2015			.00	.00
ROLLING STOCK	50510005199902				070449			389.07	389.07
P EZGDZ0AFTG3171745	50500001670000				N	.00			1733.16
50500001660000	505								
539913 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9913	11/25/2015	0/00/0000	258706 60 49	EZ GO TEXTRON	2122.23
174745 ACTIVE	GOLF COURSE				11/25/2015			.00	.00
ROLLING STOCK	50510005199902				070449			389.07	389.07
P EZGDZ0AFVG3171770	50500001670000				N	.00			1733.16
50500001660000	505								
559530 / 0000 / JOHN DEERE PROGATOR 2014	53 00 519	Y	P	9530	5/16/2014	0/00/0000	251937 60 31	JOHN DEERE COMPANY	18993.84
165859 ACTIVE	GOLF COURSE				5/16/2014			.00	.00
ROLLING STOCK	50510005199902				069140			3798.77	9180.35
G ITC202ATEET075165	50500001670000				N	.00			9813.49
50500001660000	505								
559531 / 0000 / JOHN DEERE HD200 SPRAYER	53 00 519	Y	P	9531	5/16/2014	0/00/0000	251937 60 31	JOHN DEERE COMPANY	9121.76
165859 ACTIVE	GOLF COURSE				5/16/2014			.00	.00
ROLLING STOCK	50510005199902				069140			1824.35	4408.84
G ITC200GXEDT070299	50500001670000				N	.00			4712.92
50500001660000	505								
559532 / 0000 / JOHN DEERE 2500B GREENS MOWER 2014	53 00 519	Y	P	9532	5/16/2014	0/00/0000	251937 60 31	JOHN DEERE COMPANY	30759.82
165859 ACTIVE	GOLF COURSE				5/16/2014			.00	.00
ROLLING STOCK	50510005199902				069140			6151.96	14867.23
G ITC250BDPET080092	50500001670000				N	.00			15892.59
50500001660000	505								
559533 / 0000 / JOHN DEERE 2500B GREENS MOWER 2014	53 00 519	Y	P	9533	5/16/2014	0/00/0000	251937 60 31	JOHN DEERE COMPANY	30759.82
165859 ACTIVE	GOLF COURSE				5/16/2014			.00	.00
ROLLING STOCK	50510005199902				069140			6151.96	14867.23
G ITC250BDKET080093	50500001670000				N	.00			15892.59

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	FUNDING SOURCE	INVESTMENT ACCOUNT			
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50500001660000	505				
559559 / 0000 / 2015 JOHN DEERE GATOR TE UTILITY		9559	251937	JOHN DEERE COMPANY	
170541 3/10/2015	53 00 519 Y	PURCHASED 2/06/2015	60 40		9612.22
ACTIVE	GOLF COURSE	069942		.00	.00
ROLLING STOCK	50510005199902			1922.44	3204.06
1MOT145ETFM100039	50500001670000	N		.00	6408.16
50500001660000	505				
559560 / 0000 / 2015 JOHN DEERE GATOR TE UTILITY		9560	251937	JOHN DEERE COMPANY	
170541 3/10/2015	53 00 519 Y	PURCHASED 2/06/2015	60 40		9612.22
ACTIVE	GOLF COURSE	069942		.00	.00
ROLLING STOCK	50510005199902			1922.44	3204.06
1MOT145ETFM100041	50500001670000	N		.00	6408.16
50500001660000	505				
559601 / 0000 / 2015 JOHN DEERE GATOR TS		9601	251937	JOHN DEERE COMPANY	
171075 4/10/2015	53 00 519 Y	PURCHASED 2/06/2015	60 40		7129.90
ACTIVE	PARKS	069943		.00	.00
ROLLING STOCK	50510005199902			1425.98	2376.63
1MO4X2SJTFM100520	50500001670000	N		.00	4753.27
50500001660000	505				
559604 / 0000 / 2015 TORO PROFORCE DEBRIS BLOWER		9604	259088	WESCO TURF INC	
171189 4/16/2015	53 00 519 Y	PURCHASED 3/16/2015	60 41		6745.81
ACTIVE	GOLF COURSE	069951		.00	.00
EQUIPMENT (DEPRECIABLE)	50510005199902			1349.16	2136.17
315000165	50500001670000	N		.00	4609.64
50500001660000	505				
559845 / 0000 / EZ GO GOLF CART		9902	258706	EZ GO TEXTRON	
174745 11/25/2015	53 00 519 Y	PURCHASED 11/25/2015	60 49		2122.22
ACTIVE	GOLF COURSE	070449		.00	.00
ROLLING STOCK	50510005199902			389.07	389.07
EZGDZ0AFCG3171744	50500001670000	N		.00	1733.15
50500001660000	505				
559901 / 0000 / EZ GO GOLF CART		9901	258706	EZ GO TEXTRON	
174745 11/25/2015	53 00 519 Y	PURCHASED 11/25/2015	60 49		2122.22
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ROLLING STOCK	50510005199902			389.07	389.07
EZGDZ0AFCG3171797	50500001670000	N		.00	1733.15
50500001660000	505				
559902 / 0000 / EZ GO GOLF CART		9902	258706	EZ GO TEXTRON	
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ACTIVE	GOLF COURSE	070449		.00	.00
ROLLING STOCK	50510005199902			389.07	389.07
EZGDZ0AFCG3171744	50500001670000	N		.00	1733.15
50500001660000	505				

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ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	PRICE				
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939870	/ 0000 / EZ GO GOLF CART	53 00 519	Y	P	9848	258706			EZ GO TEXTRON	
174745	11/25/2015	GOLF COURSE			11/25/2015	0/00/0000	60	49	.00	2122.23
	ACTIVE	50510005199902			070449				.00	.00
P	ROLLING STOCK	50500001670000			N	.00			389.07	389.07
50500001660000	EZGPDZ0AFCG3171789	505								1733.16
COST CENTER 53-00/519			NON-DISPOSED SUBTOTALS:		DEPRECIABLE:	87 ASSETS			.00	349,487.21
									.00	.00
									63,208.86	92,906.37
										256,580.84
			NON-DEPRECIABLE:		0 ASSETS				.00	.00
									.00	.00
									.00	.00
									.00	.00
			TOTAL:		87 ASSETS				.00	349,487.21
									.00	.00
									63,208.86	92,906.37
										256,580.84

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ASSET CLS	SERIAL NUMBER				FUNDING SOURCE								LTD DEPR			
ASSET ACCOUNT							INVESTMENT ACCOUNT						BOOK VALUE			

537001	/ 0000 /	GOLF COURSE CLUBHOUSE RENOVATION							256520		DJ DESIGN, INC.					
173988	10/14/2015	53 00 572	Y	P	PURCHASED	8/25/2015	0/00/0000	AIC025	360	346	.00		20110.00			
	ACTIVE	GOLF COURSE				070235					.00					
	BUILDINGS RECREATION	45003005799902				N					670.33		782.05			
G		450000001630000							.00				19327.95			
450000001620000		451														
537001	/ 0001 /	GOLF COURSE CLUBHOUSE RENOVATION							80705		HALL CONSTRUCTION CO., IN					
174210	10/21/2015	53 00 572	Y	P	PURCHASED	9/30/2015	0/00/0000	AIC025	360	347	.00		138432.00			
	ACTIVE	GOLF COURSE				070417					.00					
	BUILDINGS RECREATION	45003005799902				N					4614.39		4998.92			
P		450000001630000							.00				133433.08			
450000001620000		451														
537001	/ 0002 /	GOLF COURSE CLUBHOUSE RENOVATION							80705		HALL CONSTRUCTION CO., IN					
174485	11/10/2015	53 00 572	Y	P	PURCHASED	9/30/2015	0/00/0000	AIC025	360	348	.00		15382.00			
	ACTIVE	GOLF COURSE				070417					.00					
	BUILDINGS RECREATION	SEE BELOW				N					512.73		512.73			
P		SEE BELOW							.00				14869.27			
SEE BELOW		SEE BELOW														
STATUS	ASSET ACCOUNT	DEPR EX ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	PERCENT	Y-T-D	I-T-D									
A	450000001620000	45003005799902	450000001651000	451	100.00	512.73	512.73									
537001	/ 0003 /	GOLF COURSE CLUBHOUSE RENOVATION							256520		DJ DESIGN, INC.					
174743	11/25/2015	53 00 572	Y	P	PURCHASED	11/25/2015	0/00/0000	AIC025	360	347	.00		5379.40			
	ACTIVE	GOLF COURSE				070235					.00					
	BUILDINGS RECREATION	45003005799902				N					165.28		165.28			
G		450000001630000							.00				5214.12			
450000001620000		451														
537001	/ 0004 /	GOLF COURSE CLUBHOUSE RENOVATION							80705		HALL CONSTRUCTION CO., IN					
176804	4/12/2016	53 00 572	Y	P	PURCHASED	2/24/2016	0/00/0000	AIC025	360	351	.00		162113.00			
	ACTIVE	GOLF COURSE				070417					.00					
	BUILDINGS RECREATION	45003005799902				N					3612.54		3612.54			
P		450000001630000							.00				158500.46			
450000001620000		451														
COST CENTER 53-00/572		NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	5 ASSETS			.00				341,416.40			
												.00				
												9,575.27	10,071.52			
													331,344.88			
												NON-DEPRECIABLE:	0 ASSETS		.00	.00
														.00	.00	
														.00	.00	

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COM CODE TYPE	DEPR EXP ACCT			DATE	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR	METHOD		
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED	PRICE		
				INVESTMENT ACCOUNT			

TOTAL:	5 ASSETS	.00	341,416.40
		.00	.00
		9,575.27	10,071.52
			331,344.88

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COM CODE TYPE	DEPR EXP ACCT	PO NBR	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT	NEW/USED			
ASSET ACCOUNT	FUNDING SOURCE	INVESTMENT ACCOUNT			
537000 / 0018 / PANIC BARS FOR CLUBHOUSE DOORS (TWO SETS)	53 00 579 Y P	7000	17850	ATLAS GLASS	
72816 6/24/1994		PURCHASED	120 0		1300.00
FULLY DEPRECIATED	GOLF COURSE	6/24/1994			.00
IMPROVEMENT (THE BIG ONE)	40103005809902	010715			.00
6231 PALM VISTA	40100001631000	N			1300.00
P 40100001640000	451		.00		.00
537001 / 0005 / REPAVEMENT OF CLUBHOUSE PARKING LOT	53 00 579 Y P		80700	HALIFAX PAVING, INC	
181095 12/21/2016		PURCHASED	120 118		78124.68
ACTIVE	GOLF COURSE	8/19/2016	AIO025		.00
IMPROVEMENTS RECREATION	45003005799902	071445		1302.07	1302.07
P 45000001640000	451	N	.00		76822.61
537002 / 0000 / GOLF COURSE RENOVATION	53 00 579 Y P		259209	BENSON CONSTRUCTION COMPA	
172070 6/11/2015		PURCHASED	240 226		652252.54
ACTIVE	GOLF COURSE	8/31/2015	AIO024		.00
IMPROVEMENTS PARKS	45003005799902	070239		32338.57	43209.44
P 45000001640000	451	N	.00		609043.10
537002 / 0001 / GOLF COURSE RENOVATION	53 00 579 Y P		259083	DASHER GOLF DESIGN INC	
173180 8/20/2015		PURCHASED	240 226		17345.00
ACTIVE	GOLF COURSE	7/28/2015	AIO024		.00
IMPROVEMENTS PARKS	45003005799902	069745		852.67	1286.29
P 45000001640000	451	N	.00		16058.71
537002 / 0002 / GOLF COURSE RENOVATION	53 00 579 Y P		178309	QUENTIN L. HAMPTON ASSOC.	
173116 8/13/2015		PURCHASED	240 225		6380.00
ACTIVE	GOLF COURSE	7/15/2015	AIO024		.00
IMPROVEMENTS PARKS	45003005799902	070236		314.96	474.46
P 45000001640000	451	N	.00		5905.54
537002 / 0003 / GOLF COURSE RENOVATION	53 00 579 Y P		258390	SPARKS CONCRETE, LLC	
173936 9/30/2015		PURCHASED	240 227		8295.00
ACTIVE	GOLF COURSE	9/23/2015	AIO024		.00
IMPROVEMENTS PARKS	45003005799902	070409		413.01	482.13
P 45000001640000	451	N	.00		7812.87
COST CENTER 53-00/579	NON-DISPOSED SUBTOTALS:	DEPRECIABLE:	6 ASSETS	.00	763,697.22
				.00	.00
				35,221.28	48,054.39
					715,642.83

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COM CODE	TYPE	LOCATION			DATE	DATE	PROJECT	YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT			PO NBR	METHOD			BOOK VALUE
ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	PRICE			
		FUNDING SOURCE			INVESTMENT	ACCOUNT			

NON-DEPRECIABLE:	0 ASSETS	.00	.00
		.00	.00
		.00	.00
		.00	.00
TOTAL:	6 ASSETS	.00	763,697.22
		.00	.00
		35,221.28	48,054.39
			715,642.83

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MANUFACT STATUS	LOCATION			METHOD DATE	DISPOSAL:	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED PRICE			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
536895 / 0000 / ICE MACHINE/DISPENSER HOSHIZAKI	53 01 579	Y	P	PURCHASED 6895	166123	PORT ORANGE AIR CONDITION	
129035 6/05/2008	53 01 579			6/30/2008	60	0	.00 5475.41
FULLY DEPRECIATED	GOLF COURSE			060519			.00 .00
EQUIPMENT (DEPRECIABLE)	45053015799902			N	.00		.00 5475.41
P 750760E	45000001670000						.00 .00
45000001660000	450						
COST CENTER 53-01/579	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	1 ASSETS		.00 5,475.41
							.00 .00
							.00 5,475.41
							.00 .00
				NON-DEPRECIABLE:	0 ASSETS		.00 .00
							.00 .00
							.00 .00
							.00 .00
				TOTAL:	1 ASSETS		.00 5,475.41
							.00 .00
							.00 5,475.41
							.00 .00

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					INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	100 ASSETS	.00 .00 109,492.13	1,468,185.64 .00 157,994.41 1,310,191.23
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			TOTAL:	100 ASSETS	.00 .00 109,492.13	1,468,185.64 .00 157,994.41 1,310,191.23
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			TOTAL:	0 ASSETS	.00 .00 .00	.00 .00 .00



Municipal Golf Course Management Best Practices

February 27, 2015

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Executive Summary

The purpose of this study is to compare Port Orange's golf course contract and management against other municipal courses within Volusia County and around the State of Florida. The goal of the analysis is to identify changes to the City's current management structure that might enhance the management and operations of the Cypress Head golf course.

This report is separated into the following subject areas and sections

1. Executive Summary,
2. Methodology,
3. Management Comparison, and
4. Financial Comparisons

In short, the City of Port Orange should revisit the current contract with Kemper Sports. There are some opportunities for improvement of the current contract that will help clarify roles and responsibilities of both the City and the contractor. In addition, the City should consider conducting a cost-benefit analysis before the end of the current contract in order to determine if it would be more efficient to manage the golf course with in-house personnel. We have provided a summary of recommendations in Attachment A at the end of this document.

Methodology

Staff employed a number of tools in obtaining information and producing recommendations. Data gathering and analytical tools included:

- Document Review
 - Staff reviewed golf management contracts, budgets, Consolidated Annual Financial Reports (CAFR), and other related documents.
- Interviews
 - Staff interviewed city managers, golf contract managers, finance staff and golf management companies in order to obtain a deeper understanding of the issues for each peer.
- Financial Analysis
 - Staff reviewed the most recent financial information to determine the financial viability of each city's golf operation.
- Peer Comparison
 - Staff compared peer cities provided by the City manager for comparative purposes. These peer cities include:
 - Belle Glade (SugarCane Golf Club)
 - Delray Beach (Lakeview and Municipal Golf Clubs)
 - New Smyrna Beach (Municipal Golf Course), and
 - Ormond Beach (River Bend Golf Course)

This study did not include a fee study and therefore there is no fee comparison included.

Management Comparison

This section identifies the differences between Port Orange and peer cities in relation to managing golf courses. The data points we have compared and identified in this section include:

- (1) Overall management structure and golf course amenities,
- (2) Management functions and financial construct,
- (3) Ownership and maintenance of equipment and facilities,
- (4) Length and termination of contracts, and
- (5) Alcoholic beverage license responsibilities.

General Contract and Financial Management Comparisons

All cities in the study employ a management company to operate their golf course, except for New Smyrna Beach, which only outsources its onsite restaurant. Table 1 below identifies the contract structure and amenities for each city.

Table 1. Golf Course Management Structures and Amenities for Port Orange and Peers

City	Contract or In-House	Contractor	Amenities
Port Orange	Contract	Kemper Sports	18 holes (6,832 yard course); Restaurant; Foot Golf; Driving Range; Pro Shop
Belle Glade	Contract	Golf Operations Link of Florida	18 Holes (6,500 yard course); Driving Range; Pro Shop; Restaurant
Delray Beach	Contract	BJCE, Inc.	2, 18 hole courses (9,890 yards total); Restaurant, Putting Surface; Driving Range; Pro Shop
New Smyrna Beach¹	In-House and Contract	Tiano's Restaurant	18 Holes (6,200 yard course); Pro Shop; Driving Range; Restaurant
Ormond Beach	Contract	River Bend Management Group	18 Holes (6,821 yard course); Restaurant; Driving Range; Pro Shop

¹ New Smyrna Beach manages the golf course with in-house staff, however the City contracts out the operations of the restaurant.

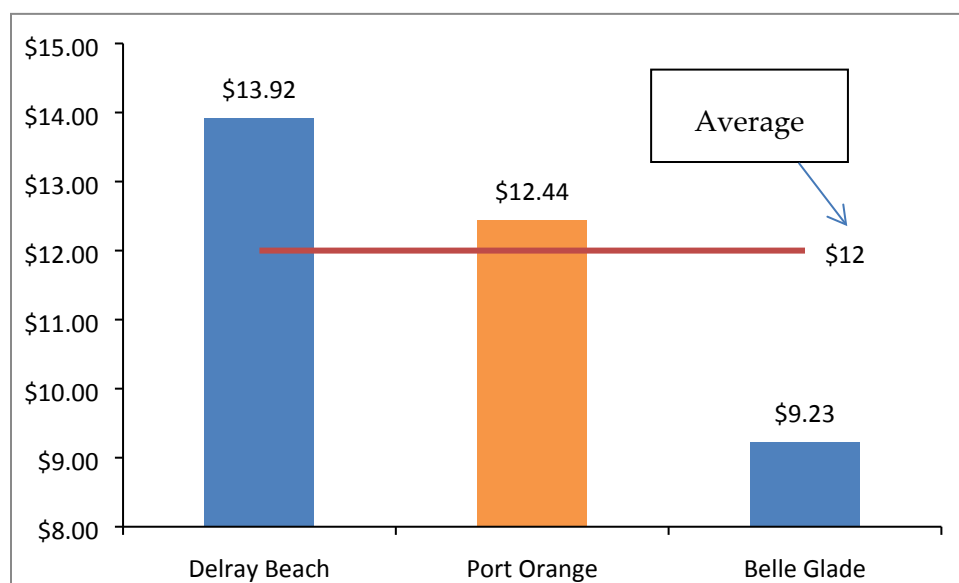
It is interesting to note that of the peers, Port Orange is the only city to offer 9-holes of foot golf (golf played with a soccer ball and a 28-inch pin). While most cities contract out golf management services, the structure of each contract is slightly different. Tables 2 through 4 discuss these differences.

Table 2. Comparison of Financial Structures for Golf Management Contracts

City	Functions Contracted	Contract Cost	Financial Setup
Port Orange	Golf operations and maintenance; Food and Beverage	City pays \$85,000/Year	All revenues and expenses flow through City funds
Belle Glade	Golf operations and maintenance; Snack bar	City pays up to \$60,000/Year	All revenue and expenses remain with contractor
Delray Beach	Golf operations and maintenance; Food and Beverage	City pays \$137,700/Year	All revenues and expenses flow through City funds
New Smyrna Beach	In-House (except for restaurant)	Tiano's pays city \$800 per month plus utilities for the privilege of running the restaurant	Golf Course Department Enterprise Fund
Ormond Beach	Golf operations and maintenance; Food and Beverage	Contractor pays City \$84,644 to lease golf course	Revenue from lease goes to Airport fund due to golf course location on airport property

Of the cities that pay for golf course management (Port Orange, Belle Glade and Delray Beach), the City of Port Orange pays the slightly above the average amount among the three for golf course management. Staff arrived at this average by normalizing costs into annual cost per yard managed. Figure 1 illustrates these costs.

Figure 1. Annual Contract Cost Per Golf Course Yard



Each of the three cities that pay for golf course management includes similar responsibilities and amenities; however only Port Orange includes a foot golf course. While Belle Glade pays the least for golf course management, that City's staff indicates that the golf course would not be viable without significant private donations of equipment and services in addition to the \$60,000 paid by the City.

Ormond Beach has the most beneficial golf management contract. The City leases their golf course to a management company based on the assessed value of the land (current annual payments to the City are \$84,644). The City's contract establishes similar guidelines for operations of the golf course as the other cities included in this study. The contract manager in Ormond Beach indicates that this arrangement has been beneficial and there have been no significant issues with the golf course or the management company.

Both the City's contract manager and the management company indicated that this management structure is a holdover from the previous owners of the golf course who thought it would be a viable model. However, since the downturn in the economy and the over-building of golf courses in Florida, management companies would be wary of entering into contracts that do not limit their liability for loss.

Restaurant Operations

Port Orange was interested in comparing food and beverage operations at other golf courses. Table 3 shows a comparison of restaurant operations between Port Orange and peer cities.

Table 3. Comparison of Food and Beverage Operations Between Port Orange and Peer Cities

City	Restaurant Manager	Restaurant Facility	Restaurant Capacity	Banquet Capacity	Net Annual Revenue
Port Orange	Contracted along with Golf Operations	Open: 11-6 most days Menu: mostly bar fare	89	178	(\$13,986.66) ²
Belle Glade	Contracted along with Golf Operations	Only snack bar	None	None	N/A
Daytona Beach¹	Individual contract for restaurant operations	Open: 6:30 am – 8 pm Menu: American for breakfast and lunch; Italian for dinner	140	Uses restaurant as banquet space if needed	\$12,000
Delray Beach – Municipal Golf Club	Contracted along with golf course operations.	Open: 7am-9pm (summer) Only lunch food Menu: sandwiches, burgers, drinks, salads	40	250	(\$28,312) ³
Delray Beach – Lakeview Golf Course	Contracted along with golf course operations.	Only snack bar	None	None	N/A
New Smyrna Beach	Individual contract for restaurant operations	Tiano's Restaurant: Open: 10-9, Lunch and Dinner Menu: Italian	150	No banquet facilities but people can rent out restaurant	\$9,600 (plus utilities) ⁴
Ormond Beach	Contracted with Golf Operations	Open: 10-4 most days. Menu: Menu mostly bar food, sandwiches and drinks	25	75	N/A

¹ Daytona Beach's information is based on a contract that their Council will vote on March 4th, 2015.

² Net loss is based on FY 2014 trial balance and includes estimated overhead costs

N/A indicates costs/revenues associated with restaurant is not individually identified by contractor or City.

³ Loss includes approximately 37.5% overhead associated with the restaurant and banquet operation. Lakeview Golf Course's snack bar showed modest net revenue in FY 2010-11, but overhead is not included in that number.

⁴ Tiano's (the manager of the golf course restaurant) pays the City \$800 per month for the lease in addition to utilities associated with restaurant operations.

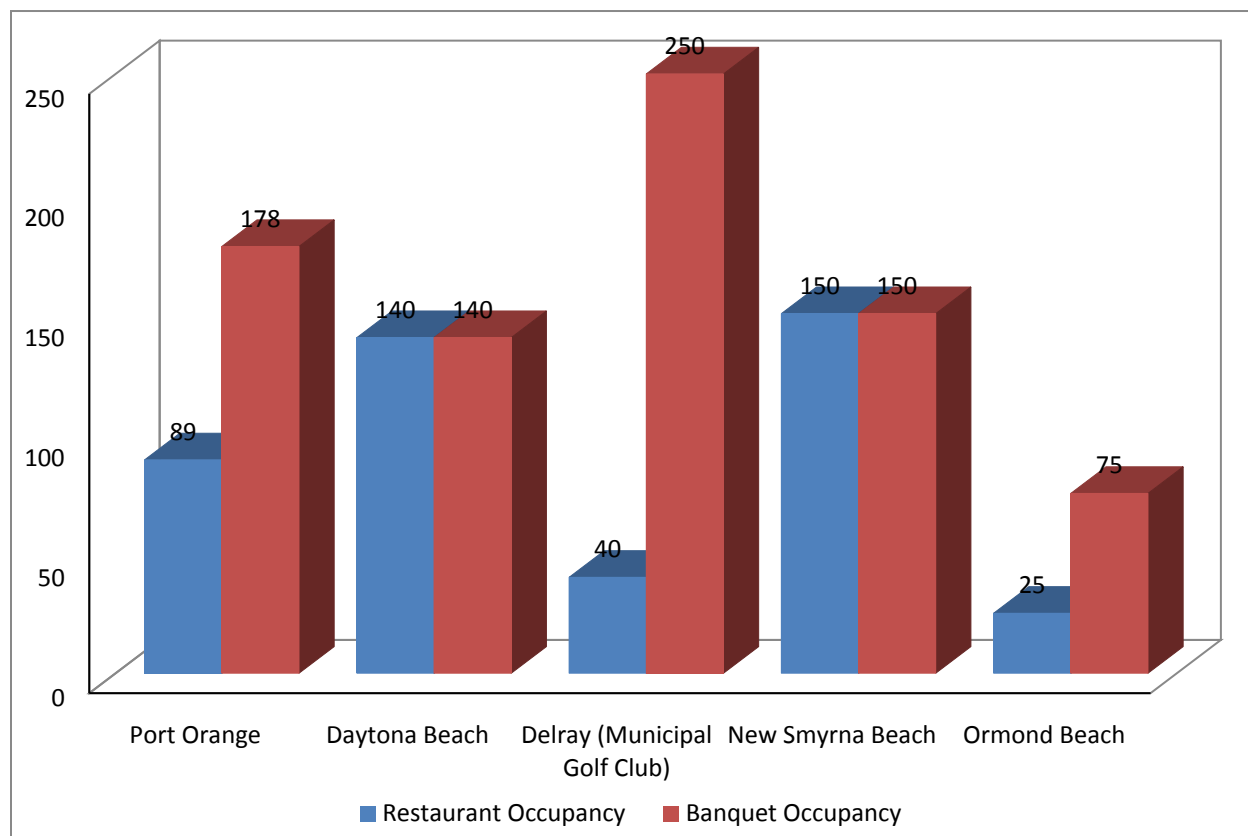
For this comparison, staff added Daytona Beach to the peer group in order to obtain more information on Volusia County municipal golf course restaurant operations. As Table 3 indicates, all golf courses we reviewed have some sort of food and beverage operations. Five out of the seven courses analyzed included full service restaurants and banquet facilities. In some cases banquet facilities were not separate rooms distinct from the on-site restaurant, but rather flex-space adjoining the restaurant.

Based on the information in Table 3, it may be more beneficial to outsource restaurant operations separately from the golf course management contract. While the overall revenues from leases are not significant, having an expert restaurateur manage a food and beverage operation may provide an increase in customer satisfaction and therefore bring more golfers and patrons into the clubhouse.

Recommendation 1. Outsource restaurant operations independently of golf course operations as part of a contract renegotiation or when the current contract expires.

Figure 2 provides a comparison of restaurant and banquet facility sizes.

Figure 2. Comparison of Restaurant and Banquet Facility Occupancy



Note: Daytona Beach's restaurant has flex space, which doubles as a banquet hall. The occupancy of the entire food and beverage area is 140 people. New Smyrna Beach has a restaurant that people can rent out for functions, but there is no separate banquet facility. The occupancy of the entire restaurant is 150 people.

Based on the information provided in Figure 2, Port Orange has the second largest banquet space among the peers we analyzed. The average restaurant occupancy in our study was 89 people, which is exactly where Port Orange fell within the range.

Maintenance and Ownership Comparisons

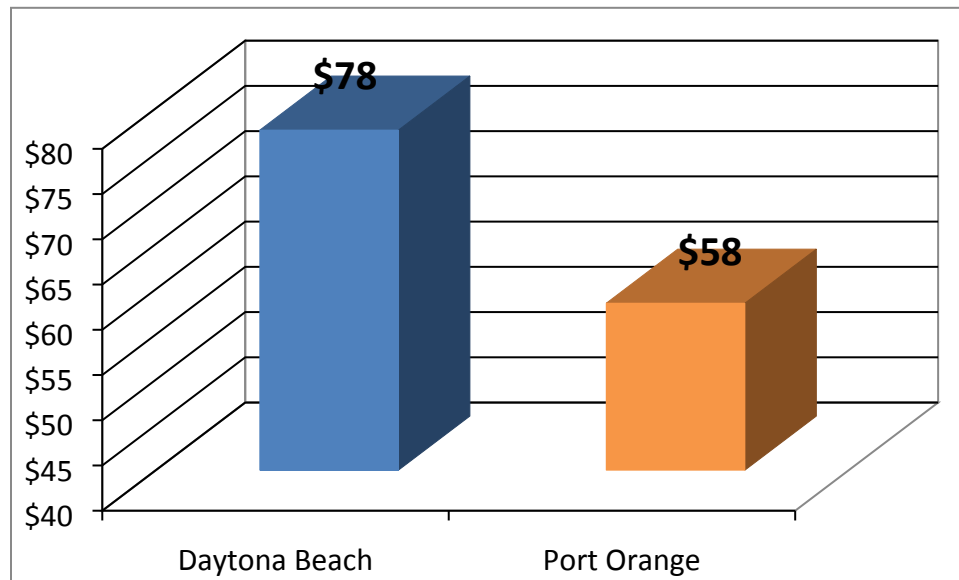
Staff found that the golf management contracts were similar in regards to maintenance responsibility and ownership of land, buildings, equipment, fixtures and other items. Contractors are generally responsible for maintaining everything related to golf course operations. However, even if contractors spend their own money updating the course or facilities, those permanent improvements become property of the cities. While this is also the case in Belle Glade, the City did agree to pay the contractor for some major repairs they felt were critical for course operations.

The City of Port Orange is on the precipice of contributing significant capital dollars to upgrades at its golf course. However, these dollars are considered loans that will be paid back to the City over time.

Another maintenance construct is one in which a city runs the golf course with internal personnel, but contracts out only the maintenance function of the golf course. Daytona Beach currently uses this model and has been happy with the results. The City's current contract is with ValleyCrest Golf Course Maintenance, Inc. The City currently pays the contractor \$975,000 per year to maintain the golf course, which includes 12,567 yards of fairway, driving range, cart paths and other associated maintenance.

The City of Port Orange uses its golf management contract with Kemper Sports to maintain the golf course. Staff estimates that Port Orange maintenance costs are \$399,333 per year to maintain 6,832 yards of fairway, a driving range, putting area, cart paths, a foot golf course and related areas. Figure 3 illustrates standard comparison of annual cost of maintenance per fairway yard.

Figure 3. Annual Cost of Maintenance Per Fairway Yard



Based on the information in Figure 3, it would not be logical to pursue a different construct in which maintenance is contracted separately from golf course operations.

Recommendation 2. Do not contract golf course maintenance separately from golf course operations.

Contract Length and Termination

Staff reviewed golf course management contracts in order to compare the length of contracts and termination provisions. Table 4 indicates the result of this analysis.

Table 4. Contract Length and Termination Provision Comparison

City	Contract Length	Termination Clause
Port Orange	5 year term (with option for 1 additional 5 year term)	(1) City can terminate contract if: a. Contractor does not correct a “default” within 30 days (if the city properly notified contractor of “default”). b. Contractor is unable to cure breach within 120 days c. Contractor breaches contract more than 12 times during any fiscal year d. Contractor commits a breach under Section 15, paragraph D of the contract (mainly ownership changes or financial trouble such as bankruptcy).
Belle Glade	5 year term	12 months written notice
Delray Beach	4 year term (with option for additional 4 years)	90 days written notice
New Smyrna Beach¹	5 years (option for 2 additional 5 year terms)	3 days written notice if contractor is not in compliance.
Ormond Beach²	50 Year ground lease	City can terminate with a letter and no prior notice

¹ This agreement is only for the restaurant located on the golf course. The golf course is managed in-house.

² This termination clause is due to the fact that the FAA could nullify the lease at any time due to the golf course location on airport property.

Three of the five cities that staff reviewed had a term of five years, with Delray Beach having a term of four years. Ormond Beach had a 50 year ground lease, but this is due to the differing construct of their contract.

While the length of each contract is somewhat similar, there were no similarities in the termination clauses. For the contracts that were most similar to Port Orange, the lengths of termination ranged from 90 days written notice to 365 days written notice.

Port Orange’s termination clause includes a number of different termination lengths under different scenarios. This is confusing to the reader and should be simplified to include a length of time after written notice.

Recommendation 3. Renegotiate the contract to simplify the termination clause that provides one time period with written notice.

Alcohol Licenses

Table 5 indicates the structure and ownership of alcohol beverage licenses at City golf courses.

Table 5. Alcohol Licenses

City	Alcohol License Structure
Port Orange	"The contractor, with reasonable assistance of City and the Club for licensing, shall manage the sales of alcoholic beverages, consistent with the laws of the State of Florida."
Belle Glade	Contractor's responsibility to obtain alcoholic beverage permits at its own expense. "The CITY shall have no obligation to obtain said licenses and/or permits."
Delray Beach	- City responsible for: - Paying costs, fees and expenditures associated with maintaining alcoholic beverage licenses - The cost of the transfer of the alcoholic beverage licenses back to the city upon termination of agreement - Remitting sales taxes relating to sale of alcoholic beverages - Contractor responsible for: - Transferring the license back to the City upon termination of contract - Ensuring that all laws are followed relating to the use of the alcoholic beverage license
New Smyrna Beach	Contractor's responsibility to acquire and pay for license
Ormond Beach	No mention of alcoholic beverage license in contract, but it is owned and managed by the contractor.

Both Belle Glade and New Smyrna Beach have clear language about alcoholic beverage licenses. Both cities delegate both the cost and responsibilities to the contractor. While Delray Beach's contract is somewhat clear on the responsibilities, they are split between the contractor and the City. Port Orange's contract language is relatively vague, leaving the lines of responsibility open to interpretation. It would be clearer to task the contractor with the entire responsibility of the alcoholic beverage license including the transfer of the license back to the city upon termination of the contract.

Recommendation 4. Renegotiate the contract to clarify alcoholic beverage licenses responsibilities.

Financial Comparisons

Staff analyzed each city's operating revenues and expenses related to municipal golf courses to determine if a specific contract construct was more beneficial than any other. Table 6 shows the actual and projected operating revenues and expenses for each course in this study for the last three years. Staff used financial information from budget books (see Exhibits 1 through 4) or contracts for the information in Table 6.

Table 6. 3-Year History of Municipal Golf Operating Revenues and Expenses

	FY 2012-13 Actual	FY 2013-14 Estimated	FY 2014-15 Budget
Belle Glade			
Operating Revenue	0	0	0
Operating Expenses	60,000	60,000	51,834
Net Operating Revenue	(60,000)	(60,000)	(51,834)
Delray - Municipal Golf Course	FY 2012-13 Actual	FY 2013-14 Estimated	FY 2014-15 Budget
Operating Revenue	2,912,709	2,940,900	2,983,860
Operating Expenses	2,988,531	2,906,752	2,944,130
Net Operating Revenue	(75,822)	34,148	39,730
Delray - Lakeview Golf Club	FY 2012-13 Actual	FY 2013-14 Estimated	FY 2014-15 Budget
Operating Revenue	612,753	724,950	659,300
Operating Expenses	574,909	591,447	568,790
Net Operating Revenue	37,844	133,503	90,510
New Smyrna Beach	FY 2012-13 Actual	FY 2013-14 Estimated	FY 2014-15 Budget
Operating Revenue	1,234,295	1,208,070	1,258,668
Operating Expenses	1,108,771	1,142,969	1,207,318
Net Operating Revenue	125,524	65,101	51,350
Ormond Beach	FY 2012-13 Actual	FY 2013-14 Estimated	FY 2014-15 Budget
Operating Revenue	84,645	84,645	84,645
Operating Expenses	0	0	0
Net Operating Revenue	84,645	84,645	84,645
Port Orange	FY 2012-13 Actual	FY 2013-14 Projected	FY 2014-15 Budget
Operating Revenue	1,589,896	1,754,521	1,097,447
Operating Expenses	1,424,067	1,525,425	1,575,716
Net Operating Revenue ¹	165,829	229,096	(478,269)

Note: The information in Table 6 does not include: debt service, capital costs, other non-operating costs, or non-operating revenues.

¹ Operating revenues for Port Orange are expected to decrease significantly in FY 2014-15 due to the temporary closure of the course for major reconstruction.

Based on the information in Table 6, only Belle Glade's golf course management construct has a consistent negative effect on net operating

costs. As described previously, Belle Glade pays the management company an amount not to exceed \$60,000 annually and allows the contractor to keep all excess revenue and/or be responsible for all excess expenditures.

Table 6 also shows that Port Orange will have a negative operating balance in FY 2014-15. This is due to the closure of the course for renovation. Due to this forecasted deficit, the Golf Course Fund will borrow approximately \$500,000 from the City's revolving loan fund, which will be paid off in future years. The City expects this renovation will help increase the number of rounds played and revenue in the coming years.

While contracting golf course management and allowing revenues and expenditures to flow through cities seems financially viable (in terms of operating costs), New Smyrna Beach operates their golf course in-house and has also been moderately financially successful. Therefore, it may be worth Port Orange's time to analyze whether managing the course in-house would be beneficial in the future.

Recommendation 5. Perform a cost-benefit analysis of managing the golf course in-house before the next contract renewal date.

While staff was not able to gather performance metrics for all courses, most course managers indicated that there has been a significant decline in rounds played since the Great Recession and that the level of play has not recovered. These managers feel the number of rounds will not increase due to the glut of courses in Florida, and it will only increase after a significant number of courses close their doors. This possibility raises the question of whether a City should support a golf course through this period (that may last another 10 years) or whether it should reevaluate the best use of the land.

Attachment A – List of Recommendations

- Recommendation 1.** Outsource restaurant operations independently of golf course operations as part of a contract renegotiation or when the current contract expires.
- Recommendation 2.** Do not contract golf course maintenance separately from golf course operations.
- Recommendation 3.** Renegotiate the contract to simplify the termination clause that provides one time period with written notice.
- Recommendation 4.** Renegotiate the contract to clarify alcoholic beverage licenses responsibilities.
- Recommendation 5.** Perform a cost-benefit analysis of managing the golf course in-house before the next contract renewal date.

Exhibit 1 – City of Belle Glade Golf Course 2015 Budget

CITY OF BELLE GLADE - ANNUAL BUDGET DEPARTMENTAL DETAIL						
FUND	01	GENERAL				
FUNCTION	572	CULTURE/RECREATION				
DEPT	4530	MUNICIPAL GOLF COURSE				
OBJECT NUMBER	ACCOUNT DESCRIPTION	ACTUAL EXPENSES FY 2012-13	CURRENT BUDGET FY 2013-14	ESTIMATED BUDGET FY 2013-14	PROPOSED BUDGET FY 2014-15	ADOPTED BUDGET FY 2014-15
	<u>OPERATING EXPENSES</u>					
3401	CONTRACTUAL SERVICES	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000
4100	COMMUNICATIONS SERVICES	-	-	-	-	-
4300	UTILITIES	-	-	-	-	-
4500	INSURANCE	-	-	-	16,834	16,834
4610	REPAIR & MTN - BUILDING	-	-	-	-	-
4915	OTHER CHARGES - ASSESSMENTS	-	-	-	-	-
	TOTAL OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ 51,834	\$ 51,834
	<u>CAPITAL EXPENSES</u>					
6400	MACHINERY & EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ 51,834	\$ 51,834

Exhibit 2 – Delray Beach Golf Course 2015 Budget

*City of Delray Beach, Florida
2014-15 Annual Budget*

Municipal Golf Course

	2012	2013	2014	2015
Revenues	Actual	Actual	Revised	Budget
Prior Year Revenue	\$0	\$0	\$339,442	\$436,110
Intergovernmental Revenue	2,116	1,664	1,750	1,750
Charges for Services	2,807,593	2,855,946	2,882,390	2,924,730
Miscellaneous Revenue	52,228	55,099	56,760	57,380
Total Revenues	\$2,861,937	\$2,912,709	\$3,280,342	\$3,419,970

	2012	2013	2014	2015
Expenditures by Type	Actual	Actual	Revised	Budget
Operating Expenses	\$2,841,611	\$2,988,531	\$2,906,752	\$2,944,130
Capital Outlay	0	0	67,600	172,000
Non-Operating Expenses	33,000	18,000	19,000	18,000
Debt Service	90,642	72,238	410,490	409,340
Total Expenditures	\$2,965,253	\$3,078,769	\$3,403,842	\$3,543,470
Per Capita	\$48.75	\$50.07	\$55.08	\$56.51

	2012	2013	2014	2015
Expenditures by Program	Actual	Actual	Revised	Budget
Administration	\$443,263	\$468,507	\$516,422	\$510,640
Pro Shop	402,636	387,264	428,630	431,370
Course Maintenance	718,977	655,460	771,130	766,880
Restaurant	1,018,566	1,177,982	1,160,570	1,160,240
Capital Outlay	3,520	54,229	97,600	247,000
Miscellaneous	378,291	335,327	429,490	427,340
Total Expenditures	\$2,965,253	\$3,078,769	\$3,403,842	\$3,543,470

*City of Delray Beach, Florida
2014-15 Annual Budget*

Lakeview Golf Course

Revenues	2012 Actual	2013 Actual	2014 Revised	2015 Budget
Prior Year Revenue	\$0	\$0	\$96,132	\$149,110
Intergovernmental Revenue	529	416	500	500
Charges for Services	655,175	610,313	719,450	653,800
Miscellaneous Revenue	4,914	2,024	5,000	5,000
Total Revenues	\$660,618	\$612,753	\$821,082	\$808,410

Expenditures by Type	2012 Actual	2013 Actual	2014 Revised	2015 Budget
Operating Expenses	\$573,144	\$574,909	\$591,447	\$568,790
Capital Outlay	0	0	31,435	40,000
Non-Operating Expenses	15,000	5,000	6,000	5,000
Debt Service	41,753	30,485	192,200	194,620
Total Expenditures	\$629,897	\$610,394	\$821,082	\$808,410
Per Capita	\$10.35	\$9.93	\$13.29	\$12.89

Expenditures by Program	2012 Actual	2013 Actual	2014 Revised	2015 Budget
Administration	\$101,082	\$103,515	\$112,290	\$110,030
Pro Shop	186,406	189,739	198,630	185,120
Course Maintenance	217,043	214,949	247,012	247,740
Restaurant	27,493	23,908	29,950	25,900
Capital Outlay	0	0	35,000	40,000
Miscellaneous	97,873	78,283	198,200	199,620
Total Expenditures	\$629,897	\$610,394	\$821,082	\$808,410

Exhibit 3 – New Smyrna Beach 2015 Golf Course Budget

City of New Smyrna Beach, Florida
PROPRIETARY FUND

GOLF COURSE (401)

OPERATING BUDGET COMPARISON

GOLF COURSE REVENUE SUMMARY	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ESTIMATED	2014-2015 ADOPTED	% Change from 2013-14
Charges for Services	\$ 1,185,250	\$ 1,225,260	\$ 1,208,070	\$ 1,258,668	4.19%
Miscellaneous Revenues/Other	7,204	9,035	7,161	11,100	55.01%
Appropriated Fund Balance	-	-	-	-	N/A
Total Golf Course Revenue	\$ 1,192,454	\$ 1,234,295	\$ 1,215,231	\$ 1,269,768	4.49%

GOLF COURSE DEPARTMENT BUDGET	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ESTIMATED	2014-2015 ADOPTED	% Change from 2013-14
Administration	\$ 295,274	\$ 282,465	\$ 300,540	\$ 645,612	114.82%
Maintenance	517,175	533,776	610,785	624,156	2.19%
Pro Shop	286,722	297,908	289,162	-	N/A
Total Budget	\$ 1,099,172	\$ 1,114,149	\$ 1,200,488	\$ 1,269,768	5.77%

GOLF COURSE DEPARTMENT STAFFING FTEs	2011-2012 BUDGET	2012-2013 BUDGET	2013-2014 BUDGET	2014-2015 BUDGET	Change from 2013-14
Administration	2.00	2.00	2.00	9.50	7.50
Maintenance	7.00	8.00	8.00	8.00	0.00
Pro Shop	6.50	7.00	7.50	-	-7.50
Total Staffing	15.50	17.00	17.50	17.50	0.00

GOLF COURSE ADMINISTRATION (401.57203)

GOLF COURSE ADMINISTRATION BUDGET DESCRIPTION	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ESTIMATED	2014-2015 ADOPTED	% Change from 2013-14
Personal Services	\$ 149,926	\$ 138,342	\$ 150,689	\$ 316,120	109.78%
Operating Expenses	138,642	142,501	135,333	317,142	134.34%
Capital Outlay	4,530	-	13,016	12,350	-5.12%
Debt Service	2,176	1,623	1,501	-	N/A
Total Budget	\$ 295,274	\$ 282,465	\$ 300,540	\$ 645,612	114.82%

GOLF COURSE ADMINISTRATION STAFFING - FTEs	PAY GRADE	2011-2012 BUDGET	2012-2013 BUDGET	2013-2014 BUDGET	2014-2015 BUDGET	Change from 2013-14
Golf Course Manager	34B	1.00	1.00	1.00	1.00	0.00
Administrative Specialist II	10B	1.00	1.00	1.00	1.00	0.00
Lead Pro Shop Attendant	10J	0.00	0.00	0.00	1.00	1.00
Golf Starter/Ranger II	10K	0.00	0.00	0.00	1.00	1.00
P/T Lead Cart Ranger	08K	0.00	0.00	0.00	0.50	0.50
P/T Pro Shop Attendant	05F	0.00	0.00	0.00	1.50	1.50
P/T Starter/Ranger	05B	0.00	0.00	0.00	1.00	1.00
P/T Cart/Ranger	05A	0.00	0.00	0.00	2.00	2.00
On Call Golf Course Attendant	01D	0.00	0.00	0.00	0.50	0.50
Total Staffing		2.00	2.00	2.00	9.50	7.50

*Golf Course Pro Shop is now combined within the Golf Course Administration Budget

City of New Smyrna Beach, Florida
PROPRIETARY FUND

GOLF COURSE (401)

OPERATING BUDGET COMPARISON (Continued)

GOLF COURSE MAINTENANCE (401.57204)

GOLF COURSE MAINTENANCE BUDGET DESCRIPTION	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ESTIMATED	2014-2015 ADOPTED	% Change from 2013-14
Personal Services	\$ 347,315	\$ 363,308	\$ 364,886	\$ 371,097	1.70%
Operating Expenses	165,689	166,713	202,899	202,959	0.03%
Capital Outlay	4,171	3,755	43,000	50,100	16.51%
Debt Service	-	-	-	-	N/A
Total Budget	\$ 517,175	\$ 533,776	\$ 610,785	\$ 624,156	2.19%

GOLF COURSE MAINTENANCE STAFFING - FTEs	PAY GRADE	2011-2012 BUDGET	2012-2013 BUDGET	2013-2014 BUDGET	2014-2015 BUDGET	Change from 2013-14
Golf Course Maintenance Supv.	01D	1.00	1.00	1.00	1.00	0.00
Irrigation Specialist	20A	1.00	1.00	1.00	1.00	0.00
Equipment Operator I	11C	4.00	4.00	4.00	4.00	0.00
Utility Worker	08A	<u>1.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>0.00</u>
Total Staffing		7.00	8.00	8.00	8.00	0.00

GOLF COURSE PRO SHOP (401.57205)

GOLF COURSE PRO SHOP BUDGET DESCRIPTION	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ESTIMATED	2014-2015 ADOPTED	% Change from 2013-14
Personal Services	\$ 138,144	\$ 142,731	\$ 142,754	\$ -	N/A
Operating Expenses	148,578	155,176	146,408	-	N/A
Capital Outlay	-	-	-	-	N/A
Debt Service	-	-	-	-	N/A
Total Budget	\$ 286,722	\$ 297,908	\$ 289,162	\$ -	N/A

GOLF COURSE PRO SHOP STAFFING - FTEs	PAY GRADE	2011-2012 BUDGET	2012-2013 BUDGET	2013-2014 BUDGET	2014-2015 BUDGET	Change from 2013-14
Lead Pro Shop Attendant	10J	1.00	1.00	1.00	0.00	-1.00
Golf Starter/Ranger II	10K	1.00	1.00	1.00	0.00	-1.00
P/T Lead Cart Ranger	08K	0.50	0.50	0.50	0.00	-0.50
P/T Pro Shop Attendant	05F	1.50	1.50	1.50	0.00	-1.50
P/T Starter/Ranger	05B	1.00	1.00	1.00	0.00	-1.00
P/T Cart/Ranger	05A	1.50	1.50	2.00	0.00	-2.00
On Call Golf Course Attendant	01D	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>	<u>0.00</u>	<u>-0.50</u>
Total Staffing		6.50	7.00	7.50	0.00	(7.50)

*Golf Course Pro Shop is now combined within the Golf Course Administration Budget

Exhibit 4 – Cypress Head 2015 Budget

GOLF COURSE

Cypress Head Golf Course opened in 1992. Day-to-day management of the golf course is the responsibility of an outside management firm, with the City Council retaining ultimate rate and budgetary authority.

REVENUE SUMMARY

	Actual FY 12	Actual FY 13	Projected FY 14	Proposed FY 15
Revenues				
Charges for Services	\$ 1,627,550	\$ 1,590,709	\$ 1,754,471	\$ 1,097,397
Interest Earnings	29	(865)	50	50
Miscellaneous Revenues	6,020	52	-	-
Transfers from Other Funds	-	-	-	513,000
Other Financing Sources	-	-	(738)	-
Total Revenues	\$ 1,633,599	\$ 1,589,896	\$ 1,753,783	\$ 1,610,447

EXPENDITURE SUMMARY

	Actual FY 12	Actual FY 13	Projected FY 14	Proposed FY 15
Expenditures				
Personal Services	\$ -	\$ -	\$ -	\$ -
Operating Expenditures	1,441,054	1,424,067	1,525,425	1,575,716
Capital Outlay	-	-	-	-
Non-Operating Expenditures	104,474	116,966	6,540	6,540
Transfers	45,619	42,969	221,818	28,191
Contingency	-	-	-	-
Total Expenditures	\$ 1,591,147	\$ 1,584,002	\$ 1,753,783	\$ 1,610,447





Kemper Contract Review

Parks & Recreation

Susan Lovallo, Parks & Recreation Director

02/04/2020



Purpose / Agenda

- **Purpose:** To review the contract and provide information as it relates to renewing the contract.
- **Agenda:**
 - Background/History/Overview
 - Body/Data/Analysis
 - Recommendations



Background/History/Overview

- 2012 City Hires Kemper Sports MGT. to Manage course operations, maintain the grounds and operate the food and beverage for a fixed management fee plus expenses. MGT. (Fee \$85,000 and a 2% CPI) term was for 5 years with one 5 year renewal.
- 2015 (April) Kemper agrees to 50% MGT. fee reduction for the course renovation time period. (6 months)
- 2015 (September) the city enters into a lease agreement with Cypress Greens LLC for food and beverage operations for the golf course and Kemper agrees to 24% MGT fee reduction due to decrease in service. New Management Fee \$72,756 annually.
- 2015 Assistant City Manager provides council with a report and presentation comparing Cypress Head to other municipal courses. Report attached.



Background/History/Overview

- 2017 (July) Council agrees to renew Kemper's contract for 3 years with an optional two year renewal.
- 2017 (August) Cypress Greens LLC breeches their agreement with no notice and Kemper begins food and beverage operations.
- 2018 (February) Council approves agreement with Flagsticks to operate Food and Beverage at the golf course.
- 2020 (September) Kemper's contract is up for renewal. Written notice must be given by March 2020 as to the intent of the city.



Body/Data/Analysis

The Data shown below came from the CAFR of the represented municipality and represent three years profit loss earnings.

Jurisdiction	Golf Course Total Operating Income (Loss) FY 2016 - FY 2018	Number of Courses
Brevard County	(3,327,721)	3
Melbourne	(1,071,836)	2
Daytona Beach	(1,063,559)	2
New Smyrna Beach	(741,176)	1
Port Orange	(558,965)	1
Delray Beach - Lakeview Golf Course	195,634	1
Delray Beach - Municipal Golf Course	496,748	1



Recommendation

In agreement with the golf advisory Board; Renew the contract for the final two years and staff will work with the board to discuss management models and set a joint workshop to discuss the findings In January 2021. Council will provide direction at that time and staff will prepare the RFP for release March 2022 for award in September 2022.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: No

SUBJECT: (I20) Approval of Statement of Work No. 2 of Collaborative Solutions Master Service Agreement

DEPARTMENT: City Manager

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Statement of Work No.2 with Collaborative Solutions Master Service Agreement, to add 44 days and an amount not to exceed \$52,900, and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The original Master Services Agreement (RFP #18-20) was awarded to Collaborative Solutions for ERP implementation services and dated December 18, 2018. The term of the current agreement is 2 years and expires on December 18, 2020. Staff would like to extend this agreement for an additional 44 days. This would extend the contract though January 31, 2021.

The additional time is needed to ensure Port Orange staff has the internal capabilities to manage the system more independently. In addition, there are processes staff would like to work through with the assistance of Collaborative Solutions. These processes are annual in nature and were not part of the planned "go-live" calendar due to their once-a-year timeline. Having Collaborative available as a resource if something unexpected occurs will be important to make sure issues can be resolved expeditiously.

Pursuant to the Master Services Agreement, there should be a statement of work for each service provided. This is similar to a task authorization. Statement of Work No. 1 provided for Deployment Services. The processes above are similar to what Collaborative is providing, but include an additional service and scope of work not covered in Statement of Work No. 1. They include assistance with: Workday releases in March and September (testing and impact on integrations)

Open Enrollment,
W2 Year End,
Current Integrations,
Reporting,
Budget Production, and
Audit

These additional hours will allow staff to get their footing in the new system to ensure services are delivered correctly and efficiently.

Through this Statement of Work No.2 for Lean-on Services, Collaborative Solutions is willing to honor the same hourly rate provided by Statement of Work No.1. Statement of Work No.2 will include additional post-go-live support not to exceed 242 hours and \$52,900.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	Collaborative Solutions Statement of Work	City of Port Orange_CVS Lean-On Services_February 5 2020 FINAL (002).pdf
2.	Collaborative Solutions Master Services Agreement	Collaborative Solutions Master Services Agreement.pdf

Alan Rosen	Created/Initiated - 1/3/2020
James Hicks	Approved - 1/3/2020
Jamie Miller	Approved - 1/7/2020
Scott Neils	Approved - 1/7/2020
James Tillman	Approved - 1/7/2020
Matthew Jones	Approved - 1/27/2020
Jake Johansson	Approved - 1/28/2020
Robin Fenwick	Final Approval - 1/28/2020



Statement of Work NO. 2

Workday Lean-On Services Support



**STATEMENT OF WORK NO. 2
FOR
WORKDAY LEAN-ON SERVICES SUPPORT**

This Statement of Work ("SOW") is made effective on the 5th day of February 2020 (the "SOW Effective Date") by and between City of Port Orange (the "Customer" or "City"), having its principal place of business at 1000 City Center Circle, Port Orange, FL 32129 and Collaborative Solutions, LLC, a limited liability company ("CSLLC"), having its principal place of business at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 for Services scheduled to begin on February 5, 2020 ("Start Date") and expected to end on January 31, 2021.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Master Services Agreement between CSLLC and Customer dated as of December 18, 2018 (the "Agreement"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work ("Scope")

1.1. Functionality Scope: Workday On-Demand Services Support

CSLLC will provide support or advisory services for both planned and unplanned tasks, such as the representative activities listed in the table below, on behalf of Customer and covering the generally available Workday functionality license.

Activity	Functionality Scope/Support Activity Detail
Workday Support and Troubleshooting	Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day-to-day activities including assisting the team with support requests.
New Functionality Review	CSLLC reviews new features and functions not yet implemented. CSLLC assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance and absence management. CSLLC can also provide sample testing scenarios, if available, or can help support Customer in creating new sample test scenarios on an as-requested basis.
Reporting and Integrations	Based on Customer requirements, CSLLC may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Customer integrations.
Workday Solution Optimization	CSLLC is able to help improve the utilization of Customer's Workday solution, as well as the Customer's experience. Such optimization may include, but is not limited to, updating business processes, revising organization structures, or modifying rules for security, business process, and organization for the full Workday platform.

Knowledge Transfer	As agreed to by Customer and CSLLC, CSLLC on-demand support may include knowledge transfer pertaining to the resolution of an issue and providing insight on how Customer may troubleshoot similar issues in the future and advisory support services including guidance on new feature sets, impact considerations, and solution guidance.
Organizational Change & Training Post-Production Services	CSLLC offers in-production Workday clients Services related to Organizational Change Management, Communications, and Training. If requested, this can be a part of the Lean-On Service.

1.2 Engagement Manager

Customer will be assigned a CSLLC Engagement Manager (CSLLC EM). The CSLLC EM will collaborate with Customer to provide the following:

- Project Management Activities: manage tickets, projects, and workstreams
- Financials and Status Reporting: mutually agreed upon meeting cadence to discuss current work, upcoming priorities, issues, risks and financials
- Resource Planning: managing current resource forecasts and upcoming resource needs
- Contact for issue resolution and escalation

2.0 Support Process

2.1 Ticketing System

Customer's primary contacts will submit all service request via CSLLC's ticketing system which will enable involvement by CSLLC support personnel for resolution. Requests will be managed depending upon the type as outlined below.

2.2 Issue Resolution Support for Existing Configuration: As issue requests are received, CSLLC will:

- Acknowledge the request within twenty-four (24) hours of the Customer's normal business hours. Definition of normal business hours will be mutually agreed upon between the Customer and CSLLC EM. If emergency assistance is needed, Customer will log a case with Workday. Examples of emergency assistance include a system down issue or business critical function such as payroll not processing correctly. In non-emergency cases where urgent assistance is required, Customer will submit a request via the ticketing system indicating the nature of the urgent request and contact the CSLLC EM. The CSLLC EM will work with Customer to outline a plan of action to address the urgent issue in a timely manner. This may involve after hours support if mutually agreed upon between both parties. Support ticket requests initiated outside of standard hours of operation (i.e., Saturday and Sunday) will receive an initial response when the window of standard hours of operation becomes available.
- Request details on the configuration impacted, if not already provided.
- Within forty-eight (48) hours of standard issue requests, determine a plan of action to support resolution of the issue.
- Review configuration changes required with Customer and request Customer's approval to apply fix.

- e. Customer is responsible for testing and any move-to-production activities, which shall include configuration, business processes, data, reports and integrations. Customer will provide written acceptance of test results to CSLLC prior to any move-to-production.
- f. Should the Customer require CSLLC's assistance with move-to-production activities, Customer will submit request via writing and provide written approval for CSLLC to access Customer's production tenant. Customer shall verify production results and is solely responsible for production accuracy. Customer shall provide written acceptance to CSLLC after such move-to-production activities.
- g. If Customer submits a request for assistance outside of the CSLLC ticketing system via any communication mechanism such as email, voice mail, text, or instant message, CSLLC is not subject to standard response times.

2.3 New Configuration Enhancement Requests: As new modification requests are received, CSLLC will:

- a. Receive the modification request in the ticketing system.
- b. Gather information on the requirements and systems involved.
- c. Estimate the Scope of effort.
- d. Request approval from Customer, through ticketing system, to begin work via the ticket.
 - If level of effort is expected to exhaust available hours or is estimated to take more than forty (40) hours, a separate Change Order or SOW may be prepared.
 - The CSLLC EM will request resource(s) upon signature of the Change Order and can take up to ten (10) business days from date of signature. Schedule the work with Customer as determined between Customer's Project Manager and the CSLLC EM.
- e. Complete configuration and unit testing.
- f. Provide the change for user acceptance testing in Customer's sandbox or implementation tenant. CSLLC can assist with providing testing guidance, if requested.

3.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the Customer.

Stage	CSLLC Services	Customer Responsibilities
Transition Plan – (Occurs prior to Start Date)	- The CSLLC EM will participate and support the project kickoff meeting for the engagement. - Create the work plan for identified support requests based upon current roadmap. - Assemble the CSLLC project team based on planned work efforts. - Jointly schedule workstream meetings - Schedule recurring project meetings and status reporting	- Participate in Project Kickoff Meeting - Request tenant access for CSLLC consultants identified for planned work - Identify and provide project team and project Subject Matter Experts (SME). - Provide input into the work plan based upon roadmap - Approve and sign off on work plan - Provide Customer's Tenant Management Strategy

	• Work with Customer to set up the Secure File Transfer Protocol (SFTP) site for sharing confidential/private employee data, if needed. • Complete any Customer required onboarding documents • Gather and review preliminary documentation • Configuration of ticketing system for CSLLC and Customer • Provide overview of ticketing system	• Work with CSLLC to set up SFTP site for sharing confidential/private employee data • Sign off on stage
Support Services	• Manage the work plan for support requests as identified in Section 1.1 • Update the Customer roadmap for planned support needs • Participate in project status meeting in a time agreed upon by CSLLC EM and Customer • Conduct weekly workstream meetings between CSLLC functional/technical consultants and Customer SME, on an as-needed basis • Provide knowledge transfer documents, on an as-requested basis • Prepare, reconcile, and provide financial summaries to the Customer • Support Customer's project manager with issue resolution, and additional resourcing requests for unplanned needs • Provide engagement artifacts • Providing guidance in developing high level deployment plan(s), as requested. • Provide sign-off documents, as required for support requests.	• Manage the Tenant Management Strategy • Inform CSLLC of changes to the Tenant Management Strategy • Inform CSLLC of tenant refreshes two (2) weeks prior to scheduled date. • Provide input to the work plan • Provide input into the Customer roadmap • Participate in weekly project and workstream meetings • Provide SMEs for support requests • Provide requirements for any support request • Review and sign off on initial functional or technical design changes • Define and document test plan and test scenarios (end-to-end, user acceptance, and regression) • Create/Maintain defect tracking log • Execution of all test scenarios (end-to-end, user acceptance and regression) • Manage and sign off on all test results (end-to-end, user acceptance and regression) • Conduct sandbox and production migrations of configuration, unless requested in writing in advance per Section 1.1 • Conduct change management • Sign off on any support request

4.0 Schedule

Timeline by Stage		
	Transition Plan	Support Services
Estimated Start Date	2/5/2020	2/13/2020
Estimated End Date	2/12/2020	1/31/2021

5.0 Assumptions

The Services, Labor Estimates, and Project Pricing presented in this SOW are based on the following assumptions:

- a. The Customer will provide applicable SMEs in Customer's business processes, functional leads, and technical lead resources with whom to collaborate during the engagement.
- b. The Customer will have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Customer projects which may be occurring simultaneously.
- c. Services will be provided during the normal business hours agreed upon between the Customer and CSLLC EM and will be as closely aligned to the Customer's time zone as possible. Off hours support can be provided and pre-scheduled in advance.
- d. CSLLC resources will provide their own laptops.
- e. If required, Customer will supply a SFTP site for the secure exchange of sensitive employee data with the CSLLC support personnel. Should Customer wish to use CSLLC's SFTP site, Customer will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the SFTP site within thirty (30) days after the support activities are completed. Customer will be required to download WinSCP for the Customer users responsible for providing CSLLC with sensitive data. Customer will not use CSLLC's site for the transmission of any integration files or third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the SFTP server.
- f. If needed, CSLLC can provide Customer access to its SharePoint site to maintain non-sensitive project artifact data for project or engagement support activities only. The CSLLC EM will provide access to assigned project team members employed by CSLLC.
- g. If a data migration requires iLoad support by CSLLC, Customer agrees that a tenant lockout will be performed.
- h. Customer will provide CSLLC consultants with implementer access in Production, Sandbox, and Implementation tenants in a timely manner. Any Customer delays will impact issue resolution times as identified in Section 2.2.

6.0 Term and Termination

- a. Any Services provided beyond the Scope of this SOW must be approved by Customer pursuant to a Change Order.
- b. This SOW is effective from the Start Date identified above through January 31, 2021.
- c. Customer may terminate this SOW during the Term of this SOW pursuant to the Agreement.

7.0 Pricing

- a. CSLLC will invoice and Customer shall compensate CSLLC on a Time and Materials Basis (T&M Basis) based upon the hourly rates set forth in the table below for Services rendered and expenses incurred on a monthly basis. Invoices will be paid subject to the terms and conditions of the Agreement. Total estimated cost of the engagement is listed in the table below:

CSLLC T&M Basis	Hourly Rate	Estimated Effort	Total
Engagement Manager	\$275.00	32	\$8,800.00
Principal Consultant	\$210.00	210	\$44,100.00
Grand Total		242	\$52,900.00

- b. CSLLC will assign Customer to a team support model comprised of CSLLC cross-functional and technical consultants with a built-in redundancy/backup. CSLLC EM will communicate about the team as a part of the onboarding process.
- c. Any and all fees associated with Customer's e-invoicing, portal, or payment solution will be the responsibility of Customer. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- d. Invoices will be emailed to the following address: apbilling@port-orange.org
Any other mailed correspondence will be delivered as follows:

City of Port Orange1000 City Center Circle
Attention: M. H. Johansson, City Manager
Port Orange, FL 32129
mjohansson@port-orange.org

and copy to:

City of Port Orange
1000 City Center Circle
Matthew J. Jones, City Attorney
Port Orange, FL 32129
MJones@port-orange.org

- e. A new PO# will be required and assigned after SOW signature.
- f. The total fees payable pursuant to the SOW, including all costs and disbursements, shall not exceed the sum of fifty-two thousand nine hundred United States Dollars (USD) (\$52,900.00 USD). If at any time CSLLC anticipates that the fees will exceed this amount, CSLLC will notify Customer in writing. In such event, CSLLC and Customer agree to meet and confer in good faith to reasonably: (a) adjust

the Scope, approach, resources, or timeline through a Change Order; (b) amend the cost under this SOW through a Change Order; or (c) enter into a new SOW to complete the work under the Agreement. In the event the foregoing process and good faith negotiations do not result in an agreed upon Change Order or new SOW, CSLLC may suspend the Services once the estimated total amount is reached. The City will not be responsible for any amounts above fifty-two thousand nine hundred USD (\$52,900.00 USD) unless expressly authorized in writing and approved by the City Council and/or City Manager. Work will resume once a mutually accepted Change Order or new SOW has been executed by the Parties in writing.

8.0 Signatures

IN WITNESS WHEREOF, the parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC

City of Port Orange

_____ Authorized Signature	_____ Authorized Signature
_____ Name	_____ Name
_____ President	_____ Title
_____ Date	_____ Date

Appendix A

For purposes of planning, the figure below reflects CSLLC's understanding of the Customer's Workday applications including that functionality which is subscribed but not deployed.

KEY:

HCM - Human Capital Management

HR - Human Resources

PSA - Professional Services Automation

Project Role	Function	Deployed	Subscribed, Not Deployed
HCM	Core HR	X	
HCM	Recruiting	X	
HCM	Benefits	X	
HCM	Learning		X
HCM	Talent	X	
HCM	Succession Planning		
HCM	Advanced Compensation (Merit)	X	
HCM	Absence	X	
HCM	Workforce Planning		
HCM	Onboarding	X	
HCM	Learning	X	
Time Tracking	Time Tracking	X	
Pay	Payroll	X	
Pay	Canadian Payroll		
Pay	UK Payroll		
Pay	French Payroll		
Other	Integrations	X	
Other	Reporting & Analytics	X	
Other	Adaptive Insights		
Other	Workday Cloud Platform		
Other	Workday Help		
Other	Prism		
Core Financials	Expenses	X	
Core Financials	Procurement	X	
Core Financials	Customer Accounts	X	
Core Financials	Grants Management	X	
Core Financials	Inventory	X	
Core Financials	Financial Accounting	X	
Core Financials	Budgets	X	
Core Financials	Banking, Settlement and Cash	X	
Core Financials	Revenue Management		
Core Financials	Supplier Accounts	X	
Core Financials	Business Assets	X	
Core Financials	Projects	X	
Core Financials	Endowments		
Core Financials	PSA		

This AGREEMENT ("Agreement"), made this 18th day of December 2018 is hereby entered into between Collaborative Solutions, LLC, located at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 ("CSLLC") and the City of Port Orange (the "Customer") located at 100 City Center Circle, Port Orange, FL 32129.

1. Definitions:

- 1.1. "Deliverables" mean deliverables to be provided by CSLLC as part of the services under an applicable SOW.
- 1.2. "Intellectual Property Rights" means any and all intangible rights existing from time-to-time under the law of any jurisdiction, including patent law, copyright law, trade secret law, database rights law, unfair competition law, trademark law, or other similar laws or principles.
- 1.3. "Work Product" means all Deliverables, documents, designs, software, computer programs, computer systems, source code, object code, executable code, data, computer documentation and other work product and materials authored or prepared by CSLLC for the Customer in connection with the performance of the Services, whether completed or work in progress, and all Intellectual Property Rights in all of the foregoing excluding the Retained Intellectual Property.
- 1.4. "Force Majeure" shall mean events or circumstances not within CSLLC's possession or reasonable control which may include, but not be limited to, acts of God, acts of Government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving CSLLC employees), material computer hardware failure, or malicious acts including attacks on or through the internet, internet service provider telecommunications or hosting facility failures or delays involving hardware, software or power systems.
- 1.5. "Retained Intellectual Property" shall mean the Intellectual Property Rights in the methodologies, data, documentation, methods of analysis, ideas, concepts, know-how, models, software, tools, techniques, skills, knowledge and experience owned or possessed by CSLLC before the commencement of, or developed or acquired by CSLLC independently and apart from, the Services provided pursuant to this Agreement.

2. General Undertaking: The Parties are entering into this Agreement to establish a relationship whereby Customer may, from time to time, commission CSLLC to perform certain business consulting, technical consulting or other professional services for the Customer agreed to by both Parties ("Services").

3. Professional Service Orders: Work performed by CSLLC under this Agreement shall be described in a Statement of Work ("SOW"), which in each instance shall be incorporated herein as an addendum to this Agreement at a time when signed by an authorized representative of CSLLC and the Customer. Each SOW shall describe the labor rate, location, terms of payment, services to be provided by CSLLC

and duration of such services. Execution of a SOW shall be considered a commitment by Customer to authorize and pay for the services described therein according to the terms and subject to the conditions of the SOW, and this Agreement.

4. Obligations of CSLLC.

- 4.1. CSLLC shall in the development, production and delivery of the Deliverables comply with any quality, software development and production control standards and procedures specified or referred to in the applicable SOW.
- 4.2. Without prejudice to CSLLC's other obligations and Customer's rights under this Agreement, CSLLC shall without delay notify Customer if CSLLC determines a material delay in delivery is imminent.
- 4.3. Each Party shall, in connection with its performance, receipt and use of services, as applicable, hereunder, comply with all applicable international, federal, state or local laws and regulations.

- 5. Term:** The Term of this Agreement ("Term") shall commence on the date last below written and, unless terminated by either party with thirty (30) days written notice, continue in effect for a period of two (2) years, or for the duration of any current SOW, whichever is longer, and the parties may renew or extend this Term by mutual agreement. Termination shall have no effect on the Customer's obligation to pay for services authorized prior to the termination or expiration of the Agreement.

- 6. Invoices, Payments, Certain Costs & Taxes:** All services rendered hereunder and pursuant to a SOW shall be invoiced according to the payment structure set forth in the SOW. Unless otherwise specified in the SOW, all undisputed invoices shall be paid within forty-five (45) days from receipt of invoice pursuant to the Florida Prompt Payment Act. Any late payment of 60 days or more may be subject to costs of collection (including reasonable legal fees) and shall bear interest at the rate of one (1) percent per month until paid. CSLLC may withhold Services if payments for undisputed invoices are not made within thirty (30) days after the due date of an invoice, except for any disputes that are being discussed for resolution by mutual agreement of the parties.

Unless otherwise provided in a SOW, Customer shall reimburse CSLLC for reasonable travel expenses incurred by CSLLC and pre-approved by Customer.

- 7. Non-solicitation:** Each party agrees that it will not actively solicit or enlist the services of the other parties' employees (who are involved with the Services, or whom the other party learns of in connection with the Services), during Term and for a period of one (1) year after the conclusion of Services involving such employees, without the non-hiring party's prior written consent. Each party's bona fide general advertising of available jobs (through public advertisements or listing of available positions with

recruiting firms, etc.) and hiring of personnel who respond to such general advertising without any solicitation or inducement by the hiring party shall not be construed as having violated this provision.

8. Termination: This Agreement may be terminated upon the following events:

1. Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
2. Termination Without Cause. Customer shall have the right to terminate this Agreement without cause by providing CSLLC with thirty (30) calendar days' written notice.
3. Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach, with such sufficient detail so the party can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, and reasonable efforts to resolve the claim are not progressing, then upon not less than thirty (30) days advance notice to the other party, the non-breaching party may terminate this Agreement immediately.
4. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated, Customer shall provide CSLLC with thirty (30) calendar days' written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
5. Upon termination of this Agreement for any reason, including expiration, CSLLC shall place no further orders nor enter into subcontracts for materials or services unless it is necessary in accordance with agreed upon wind-down disentanglement procedures. CSLLC shall, upon receipt of termination notice, unless otherwise directed by the Customer, take such action as may be necessary for the protection and preservation of the Customer's materials and property; and (ii) shall act in good faith to mitigate costs to Customer.
6. In the event of termination of this Agreement, Customer shall pay for that portion of the compensation earned through the date of termination. CSLLC shall not be entitled to any other or further recovery against Customer, including but not limited to, damages or any lost profits on portions of work not performed. CSLLC shall be entitled to use as a measure, the most recent version of the project plan or other appropriate documentation to determine work completed. Upon payment for such Services, Customer shall be entitled to all completed Services.

7. In the event of any termination, Customer and CSLLC shall mutually agree upon "wind-down" disentanglement procedures to include, without limitation, the scope, staffing, and costs that were not previously contracted and are otherwise required by such procedures. Provided the Agreement is not terminated by Customer or CSLLC for cause, such Services shall be paid to CSLLC on a time and materials basis at the rates listed in the rate table on the SOW under section 5. a. this Agreement, except as otherwise set forth in Section 18. If this Agreement is terminated by Customer for cause due to CSLLC's breach CSLLC shall deliver Customer data in a commercially reasonable form to Customer and provide commercially reasonable assistance and cooperation on a limited basis only to the extent necessary to facilitate the transition of Customer data to a new provider, including the Customer, at no additional Customer cost.
8. Notwithstanding any other provisions of this Agreement, the provisions regarding insurance, indemnification, confidentiality, limitation of liability, non-solicitation and any other provisions which by their terms survive, shall survive the termination or expiration of this Agreement.
9. **Insurance:** CSLLC agrees to provide and maintain in effect at all times during the Term of this Agreement, at CSLLC's sole expense, at a minimum, the following insurance coverage: (i) comprehensive general liability insurance with a combined limit of Two Million Dollars (\$2,000,000) in aggregate with limit of One Million Dollars (\$1,000,000) per occurrence for personal injury, and property damage liability inclusive of all premises and operations, and broad form property damage, and endorsed to include coverage for products and completed operations contractual liability and independent contractors; (ii) Professional Errors and Omissions (which includes Cyber Liability) in the amount of Five Million Dollars (\$5,000,000) in the aggregate and per occurrence; (iii) Worker's Compensation with statutory limits; (iv) and Automobile Liability in the amount of One Million Dollars (\$1,000,000) in the aggregate and per occurrence. The foregoing insurance shall be written on an occurrence basis. The City of Port Orange shall be named as an "additional insured" and CSLLC shall provide a waiver of subrogation in regards to its worker's compensation coverage.
10. **Confidential Information:** Except as expressly permitted hereunder, each Party shall hold in confidence and not use or disclose any materials or information disclosed by the other Party during the term of this Agreement that are confidential or proprietary, including personal data of Customer's employees and personnel ("Personal Data"), or which may be reasonably regarded as the confidential information of such Party ("Confidential Information") consistent with Florida Public Records Law. Each Party shall treat the other Party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in no event less than

a reasonable degree of care and in full compliance with the Florida Public Records Law and as otherwise governed by Florida Statutes. Confidential Information will not include any materials or information that the recipient can prove (i) is now, or later becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is known by the receiving Party at the time of disclosure as evidenced by its records; (iii) is furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving Party without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing Party. The Parties are permitted to disclose Confidential Information in response to an enforceable order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement; provided, however, that the Party disclosing such Confidential Information shall provide prompt prior written notice to the other Party (except as prohibited by applicable law) to enable the other Party to seek a protective order or otherwise prevent such disclosure.

10.1. **Non-Disclosure.** Unless otherwise directed by Customer, CSLLC agrees that it will not at any time, either during or after the term of this Agreement, (i) use Confidential Information for its own or for a third party's purpose; (ii) disclose or permit to be disclosed to any person any Confidential Information; or (iii) permit any person to examine and/or make copies of any reports or any documents that contain or relate to such Confidential Information. Upon termination of this Agreement, CSLLC will deliver to Customer all documents, papers and other matter in CSLLC's possession or under CSLLC's control that contain or relate to such Confidential Information. CSLLC further agrees that CSLLC shall not disclose any information to Customer on a confidential basis or incorporate in a Deliverable any information that is considered confidential by CSLLC or a third party without such information being identified as confidential and approved in writing by Customer prior to such disclosure or incorporation.

10.2. The obligation of non-disclosure shall not apply to information which (i) was in the possession of CSLLC prior to disclosure hereunder; or (ii) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or (iii) was disclosed by a third party without breach of any obligation of confidentiality owed to Customer; or (iv) was independently developed by the CSLLC. The exceptions listed above in clauses (i) through (iv) above do not apply to Personal Data.

11. **Proprietary Rights:** All Work Product delivered to Customer by CSLLC under the schedule of the applicable SOW (whether or not the total scope of the SOW is completed), are the property of Customer and all title and interest therein shall vest in Customer and shall be deemed to be, to the fullest extent permitted by law, a work made for hire and made in the course of the services rendered hereunder. Customer shall have the unlimited right to make, have made, use, import, sell, offer to sell, reconstruct, repair, modify, reproduce, publish, distribute, exhibit, perform or display publicly and prepare derivative

works of the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. To the extent that title to any such works may not, by operation of law, vest in Customer or such works may not be considered works made-for-hire, all rights, title and interest therein are hereby irrevocably assigned to Customer by CSLLC. To the extent any Work Product incorporates or is delivered with any Retained Intellectual Property, CSLLC hereby grants Customer a non-exclusive, non-transferable, royalty-free right to use such Retained Intellectual Property solely for purposes of utilizing the Work Product, and such right will be perpetual to the extent Customer is not in breach of this Agreement or otherwise challenging CSLLC's rights in the Retained Intellectual Property independent of the performance of this Agreement.

12. **Disputes, Choice of Law:** This Agreement shall be governed by and construed in accordance with the substantive laws of Florida without regard to principles of conflicts of laws.
13. For a period of sixty (60) days from the date of Final Acceptance, as defined in an applicable SOW, and for sixty (60) days from the completion of One Time System Events that would occur beyond sixty (60) days ("Warranty Period"), CSLLC warrants that (A) ALL WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT SHALL BE PERFORMED IN A COMPETENT, PROFESSIONAL AND WORKMANLIKE MANNER, AND SHALL BE CONSISTENT WITH THE ACCEPTED PRACTICES AND PROFESSIONAL STANDARDS OF LEADING PROVIDERS PERFORMING SIMILAR SERVICES, (B) ALL WORK WILL BE PROVIDED BY AN ADEQUATE NUMBER OF QUALIFIED INDIVIDUALS WITH SUITABLE TRAINING, EDUCATION, AND EXPERIENCE, (C), ALL WORK PERFORMED AND ALL DELIVERABLES SHALL COMPLY WITH APPLICABLE LAWS; (D) ALL WORK PERFORMED AND ALL DELIVERABLES SHALL BE PROVIDED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL MATERIAL RESPECTS TO ANY SPECIFICATIONS AND REQUIREMENTS SET FORTH IN THIS AGREEMENT OR IN AN APPLICABLE SOW INCLUDING CSLLC'S RESPONSE TO CUSTOMER'S FUNCTIONAL REQUIREMENTS SET FORTH IN AN APPLICABLE SOW. When deficiencies are clearly known to Customer's Project Manager or City Manager then the Customer shall promptly notify CSLLC of any warranty deficiencies during the applicable Warranty Period and Customer's exclusive remedy, and CSLLC's entire liability, shall be the re-performance of the deficient Services in a timely manner. If CSLLC cannot correct a breach or a performance failure in a commercially reasonable manner, Customer may terminate the relevant Services and CSLLC will refund the fees paid by Customer for the specific deficient Services in question. The foregoing limited warranties do not cover any Service deficiency that is caused by: (i) any alternation, modification or correction to the Services not made by CSLLC; (ii) software, hardware or interfacing not provided by CSLLC; including the continued operation of any third party software or updates or upgrades thereto; (iii) abuse, issue or improper installation of any third party software or hardware by Customer or any third party. For purposes of this section, One Time System Events means Customer's year-end close, CAFR development, 1099 generation, capital asset depreciation, encumbrance rollover, interest

apportionment, budget development (including operation, personnel/position, and capital) and load of budget to GL, W-2 generation, benefit open enrollment, and any required tax reporting. In the event of a conflict between the SOWs if more than one, then the SOW applicable to the warranty deficiency shall control, and if the controlling SOW cannot be reasonably determined, then the warranty remedial action to be performed by CSLLC shall apply.

14. **Limitation of Liability:** CSLLC'S LIABILITY UNDER THIS AGREEMENT, INCLUDING OBLIGATIONS UNDER SECTION 16, SHALL NOT IN THE AGGREGATE EXCEED TWO TIMES THE TOTAL VALUE OF ALL SOWS UNDER THIS AGREEMENT, PROVIDED, HOWEVER, SUCH LIMITATION SHALL NOT APPLY TO CSLLC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WITH THE EXCEPTION OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, PROFITS OR BUSINESS INTERRUPTIONS) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EVEN IF AN EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
15. **Disclaimer:** WITH THE EXCEPTION OF WARRANTIES AND REPRESENTATIONS HEREIN, CSLLC DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES RESULTING FROM OR DUE TO SITUATIONS RESULTING FROM FORCE MAJEURE.
16. **Indemnity:** CSLLC shall, without limitation, indemnify, defend and hold harmless the Customer, and its and their respective directors, officers and employees (the "Customer Indemnified Parties") from and against any and all damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements, and costs of investigation, litigation, settlement, judgment, appeal, interest, fines and penalties finally awarded in a final judgment or any settlement paid or owed (collectively, "Damages") to a third party in connection with a claim of such third party (the foregoing, collectively, "Claims" and each a "Claim") to the extent arising out of or relating to an allegation that the Services or Work Product provided by CSLLC infringes or misappropriates such third party's copyrights or trade secrets. CSLLC's obligations under this Section are conditioned upon: (i) Customer providing prompt notice of any Claim to CSLLC; (ii) CSLLC having full control over the defense or settlement of such Claim with counsel of its choice; and (iii) Customer's reasonable cooperation with CSLLC, at CSLLC's cost and expense, in connection with the settlement and defense of such Claim so

long as the proposed defense or settlement resolves all liability to the Customer. Notwithstanding anything to the contrary contained in this Agreement, CSLLC shall have no liability or obligation under this Section or otherwise under this Agreement to the extent a Claim is based upon or arises from (a) use of the Services or any deliverable in combination with software, hardware or other technology not provided by CSLLC, (b) any acts, omissions, products or services of Workday, Inc., excluding the software implementation that is the subject of the SOW or any other third party supplier or contractor of Customer, (c) any specifications, data, materials or other information provided by Customer to CSLLC, or (d) the negligence or willful misconduct of Customer.

17. **Order of Precedence:** In the event of a conflict the terms and conditions contained in this Agreement shall control over terms and conditions in an SOW, except as mutually agreed by the parties to the SOW.
18. **Assignment:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, with the prior written consent of the other party (not to be unreasonably withheld). Upon not less than sixty (60) days notice to the City Manager and Project Manager and, notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all SOWs), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. In such event, Customer may terminate without cause for convenience and lack of funds in accordance with Section 8 above, and the parties shall mutually agree upon required wind-down disentanglement procedures. The Customer agrees to maintain such information as Confidential as required by law. Any attempt by a party to assign its rights obligations under this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
19. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to their subject matter and shall not be modified or rescinded except by a writing signed by the Customer and CSLLC. The SOWs are incorporated herein by this reference. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements, understandings of the Parties, and written or oral representations of either Party with respect to the subject matter of this Agreement, and any letter of intent or memorandum of understanding executed by the Parties with respect to the Services. This Agreement shall govern the rights and obligations of the Parties beginning on the Services Start Date.
20. **Relationship of the Parties:** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

21. **Marketing/Customer Reference:** CSLLC may use Customer's name on CSLLC's website and in its customer lists, marketing collateral and material, case studies, and investor information. CSLLC may issue a press release regarding this Agreement or the scope of Services performed for Customer with the prior written permission from the Customer, which shall not be unreasonably withheld.
22. **Dispute Resolution:** Unless stated in an applicable SOW, any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the authorized representatives for CSLLC and the Customer meet to endeavor to resolve such dispute. If a resolution to such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to a meeting of the Customer's Project Steering Committee and authorized senior representatives of CSLLC. If a resolution of such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to the executive level of CSLLC and Customer's Executive Sponsor. If either of the representatives at this level concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, then, the parties agree to participate in voluntary non-binding mediation and thereafter, either party may seek relief by litigation or other mutually agreeable dispute resolution procedure.

During the pendency of a dispute between the parties and except as set forth in Section 6 above, CSLLC will not interrupt or suspend or terminate the Services to Customer or perform any action that prevents, impedes, or reduces in any way the Services, unless the nature of the dispute makes progress of the Services infeasible.

23. **Key Personnel:** The Customer shall have the ability to interview and approve named individuals identified as "Key Personnel" and proposed by CSLLC for the project. The Customer shall have the right to dismiss Key Personnel for any lawful reason from the project by notifying CSLLC of reason for dismissal. Other than for reasons outside of CSLLC's control (e.g., death disability, illness, family or medical leave or cessation of employment with CSLLC), CSLLC shall use all reasonable efforts to not remove or transfer a person filling a Key Personnel role without the prior written approval of Customer, which approval shall not be unreasonably withheld. In any event, if CSLLC makes any changes to its Key Personnel pursuant to this Agreement or SOW, then it shall, if possible, provide five (5) days prior written notice of the change, and CSLLC shall replace such Key Personnel with minimal disruption to its performance of the Services hereunder.
24. **Force Majeure:** Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, but not limited to acts of God;

labor disputes (excluding disputes relating to CSLLC's employees); and governmental and judicial action not the fault of the party causing such failure or delay in performance. Upon receipt of notice of failure or delay in performance caused by the foregoing, performance time shall be considered extended for a period of time equivalent to the time lost as a result of any such delay. If either party is unable to continue to perform for a period of thirty (30) calendar days from the date such notice was issued, then either party may terminate this Agreement.

25. **Licenses; Permits, Etc.** CSLLC represents and warrants that CSLLC has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CSLLC to practice its profession or provide any Services under the Agreement including any licenses or certifications to configure Workday software. CSLLC represents and warrants that CSLLC shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CSLLC to practice its profession or provide such Services.
26. **Notices:** Whenever under this Agreement or any SOW notice is required or permitted to be given, such notice shall be in writing and effective upon receipt. All notices shall be hand delivered, sent by a reputable commercial overnight courier, or mailed by registered or certified United States first class mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below. Such notice shall be effective the earlier of, ten (10) days from the date sent by registered or certified mail, and one (1) day from the date sent by hand, facsimile or overnight courier to the addresses set forth below. A Party may change its address, fax number or email address information for notice by giving prior written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

27.

To Customer:

M. H. Johansson City Manager
1000 City Center Circle
Port Orange, FL 32129
mjohansson@port-orange.org
(386) 506-5501

To CSLLC:

Robert Maller, President and CCO
Collaborative Solutions, LLC
11190 Sunrise Valley Drive, Suite 110
Reston, VA 20191

And copy to:

Margaret T. Roberts, City Attorney
1000 City Center Circle
Port Orange, FL 32129
mroberts@port-orange.org
(386) 506-5525

Master Services Agreement

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Collaborative Solutions, LLC



Signature

Robert Maller

Print Name
Dec 17, 2018

Date

City of Port Orange



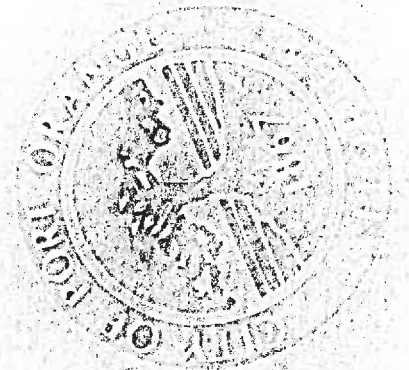
Donald O. Burnette, Mayor

Dec. 18, 2018

Date

Attest:
By: 

Robin Fenwick, CMC
Port Orange City Clerk





Project Services Agreement

1.1. **Agreement.** This Agreement, made this 17th day of December 2018, by and between Dana Schools (hereinafter "Dana Schools") and Collaborative Solutions (hereinafter "Collaborative Solutions"), is made in and to the effect that Dana Schools has agreed to engage Collaborative Solutions to provide the services described herein.

1.2. **Services.** Collaborative Solutions shall provide the services described in the attached Statement of Work (SOW) to Dana Schools.

1.3. **Term.** This Agreement shall commence on the date of execution hereof and shall continue until the completion of the services described in the SOW.

1.4. **Payment.** Dana Schools shall pay Collaborative Solutions the fees set forth in the SOW for the services provided hereunder.

1.5. **Indemnification.** Collaborative Solutions shall defend, hold harmless and indemnify Dana Schools from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or from the performance or non-performance of the services provided hereunder.

1.6. **Assignment.** Collaborative Solutions shall not assign, subcontract or otherwise transfer its obligations or duties hereunder without the prior written consent of Dana Schools.

1.7. **Entire Agreement.** This Agreement, together with the SOW, shall constitute the entire agreement between the parties and shall supersede all other agreements, understandings or negotiations between the parties.

1.8. **Force Majeure.** In the event of a force majeure event, the parties shall negotiate in good faith to resolve the dispute.

1.9. **Dispute Resolution.** Any dispute arising out of or from this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

1.10. **Severability.** If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

1.11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together shall constitute one and the same agreement.

1.12. **Signatures.** This Agreement shall be signed by the authorized representatives of the parties.

1.13. **Witnesses.** This Agreement shall be witnessed by two (2) disinterested witnesses.

1.14. **Amendment.** This Agreement may be amended or modified by a written instrument signed by the parties.

1.15. **Assignment of Rights.** Collaborative Solutions hereby assigns to Dana Schools all of its rights and interests in the intellectual property created or developed by Collaborative Solutions in the performance of the services provided hereunder.

1.16. **Notices.** All notices shall be in writing and shall be delivered to the parties at the addresses set forth in the SOW.

1.17. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Florida.

1.18. **Binding Effect.** This Agreement shall be binding on the parties and their heirs, assigns, administrators, executors, successors and assigns.

1.19. **Integration.** This Agreement represents the entire agreement between the parties and shall not be subject to oral modification.

1.20. **Assignment of Rights.** Collaborative Solutions hereby assigns to Dana Schools all of its rights and interests in the intellectual property created or developed by Collaborative Solutions in the performance of the services provided hereunder.

1.21. **Notices.** All notices shall be in writing and shall be delivered to the parties at the addresses set forth in the SOW.

1.22. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Florida.

1.23. **Binding Effect.** This Agreement shall be binding on the parties and their heirs, assigns, administrators, executors, successors and assigns.

1.24. **Integration.** This Agreement represents the entire agreement between the parties and shall not be subject to oral modification.

City of Port Orange MSA

Adobe Sign Document History

12/17/2018

Created:	12/17/2018
By:	Dana Schools (dschools@collaborativesolutions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgBsy9panEbWgQQOh5sozIsVBnrAb8nDi

"City of Port Orange MSA" History



Document created by Dana Schools (dschools@collaborativesolutions.com)

12/17/2018 - 10:59:31 AM PST- IP address: 174.64.48.106



Document emailed to Robert Maller (rmaller@collaborativesolutions.com) for signature

12/17/2018 - 10:59:57 AM PST



Document viewed by Robert Maller (rmaller@collaborativesolutions.com)

12/17/2018 - 11:01:46 AM PST- IP address: 174.64.48.106



Document e-signed by Robert Maller (rmaller@collaborativesolutions.com)

Signature Date: 12/17/2018 - 11:01:52 AM PST - Time Source: server- IP address: 174.64.48.106



Signed document emailed to Robert Maller (rmaller@collaborativesolutions.com) and Dana Schools (dschools@collaborativesolutions.com)

12/17/2018 - 11:01:52 AM PST



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/4/2020

Consent item: No

SUBJECT: (J21a) Inquiry - Sale of Daytona Beach Shores Property - Former Water Tower Site

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION:

SUMMARY: This property is owned by the City, but is located in Daytona Beach Shores on Esperanza Street. It is Lot 10, Block 5, Rogers North Orita Subdivision as recorded in Map Book 14, Page 121-122; parcel No. 5334-02-05-0100.

This is property previously housed a water tower which is no longer on the property. However, there are active water mains running through the property. Public Utilities has reviewed the property and has indicated that with proper easements the needs of the city would be protected if the city was so inclined to consider a sale of the property.

The inquiry has been made by the neighboring property owner.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Aerial Map	Water tower property picture.pdf
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Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 1/23/2020
Approved - 1/24/2020
Approved - 1/27/2020
Final Approval - 1/27/2020

