REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 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 Pastor Ken Sharp of High Point Pentecostal 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. October 20, 2020 - Regular City Council Meeting
    b. October 27, 2020 - City Council Workshop
7. Bid Awards and Contract Items
    a. Approval of Interlocal Agreement Between City of Port Orange and City of New Smyrna Beach relating to the Police Training Range.
    b. Approval of Change Order No 1 to SanPik, Inc. Standard Contract for Services (CA7027) for Sweetwater Hills Drainage Improvements
8. Resolution 20-56- Ratifying and Accepting $77,296 from Florida Department of Law Enforcement for the Federal Fiscal Year 2020 Coronavirus Emergency Supplemental Funding
9. Resolution No. 20-57- Approval of Grant Agreement for $80,000 from Florida Inland Navigation District for Phase I Design, Riverwalk Park South, Water Related Features
10. Resolution No. 20-61 - Budget Appropriation For FDLE Grant Resolution 20-56, FIND Grant Resolution No. 20-57, and VOCA Grant - Resolution No. 20-62

11. Resolution No. 20-62 - Ratifying and Accepting $89,439 for 2020-2021 Victims of Crime Act (VOCA) Grant
12. Resolution No. 20-63 - Parks and Recreation - Budget Transfer Request - Capital Projects from Project QPC081 to QPI202
13. Resolution No. 20-64 - Amending the Subrecipient Agreement Budget to $2,256,352 from Volusia County for CARES Act Coronavirus Relief Fund Municipal Subrecipient Program

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

D. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

E. PUBLIC HEARING

15. Second Reading - Ordinance No. 2020-36 - LDC Amendment/Chapter 3 - Neighborhood Meetings (Case No. 20-25000006)
16. Second Reading - Ordinance No. 2020-37 - Amending Chapter 54, Article V, Police Pension Fund, Section 54-139, Internal Revenue Code Compliance

F. ADDITIONAL ITEMS

17. City Attorney
18. City Manager

G. COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports
    a. River to Sea TPO
    b. General Employees' Pension Board

H. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.

FOR SPECIAL ACCOMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) 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 OR HEARING DATE.

HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), 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, 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 OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 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
OCTOBER 20, 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 Tom Nelson of First United Methodist Church

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Also Present:	Acting City Manager Jamie Miller City Attorney Matthew Jones City Clerk Robin Fenwick

PROCLAMATIONS

4. Florida City Government Week Proclamation

Mayor Don Burnette read the proclamation for Florida City Government Week.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

Derek LaMontagne, citizen, spoke on Item 8(a) and asked Council to consider reducing the chemicals being used.

6. Agenda Approval

There were no changes requested by Council.

Motion to approve was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

7. Approval of Minutes
   a. October 6, 2020 - Regular City Council Meeting
8. Bid Awards and Contract Items
   a. Intent to Award ITB #20-17 to G&G Outdoors, LLC for Landscape Maintenance Services for Police Dept. Shooting Range

9. Resolution No. 20-58 - Rate Adjustment for PD Special Details

10. Resolution No. 20-59 - Approving the Conveyance of a Parcel of Land Adjacent to McDonald Road and Releasing the Associated Easement through a Quit Claim Deed

11. Approval of Minor Special Event – Christmas Tree Sales at Dunlawton Square Shopping Center located at 3813 Nova Road

Motion to approve the Consent Agenda as presented was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

12. Derek LaMontagne - Supporting Volusia Forever and Smarter Growth Management

Derek LaMontagne, citizen, spoke regarding Volusia Forever and asked the public to support the program.

13. Debbie Darino - Proposed revisions to the City's animal code

Debbie Darino, citizen, provided details relating to the proposed revisions to the City's animal code. She encouraged Council to update the City's ordinances relating to tethering and proper shelter.

Mayor Don Burnette asked the City Attorney to prepare the ordinances as requested for council consideration on a future agenda.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There were no comments.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Council Member Chase Tramont supported the animal code ordinance updates.

Mayor Don Burnette reminded all that early voting started yesterday and there is an early voting site in Port Orange this year.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

15. Citizen Advisory Committee for TPO

Bobby Ball, CAC member, was unable to attend the CAC meeting. He will provide the written minutes via email.

PUBLIC HEARING

16. Second Reading - Ordinance No. 2020-30 - Rezoning/4116 Nova Road

Mayor Don Burnette read Ordinance No. 2020-30.

ORDINANCE NO. 2020-30

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +9.68 ACRES FROM FLOOD-PLAIN CONSERVATION (F-C) TO COMMERCIAL INDUSTRIAL (CI); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-30 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by roll call vote with Council Member Scott Stiltner and Vice Mayor Drew Bastian voting no.

17. First Reading - Ordinance No. 2020-34 - 20-2 Large Scale Future Land Use Amendment/3835 Clyde Morris Boulevard (Osprey Point Apartments)

Mayor Don Burnette read Ordinance No. 2020-34

ORDINANCE NO. 2020-34

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 +35 ACRES FROM OFFICE/RESIDENTIAL TRANSITION AND COMMERCIAL TO URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED ALONG CLYDE MORRIS BOULEVARD, SOUTH OF MADELINE AVENUE, BETWEEN CLYDE MORRIS BOULEVARD AND BRUNER ROAD; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-34 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott

Stiltner.

Penelope Cruz, Planning Manager, requested Council open Item #18 to be discussed with this item. Council agreed. Mrs. Cruz provided details of the applications.

Jeff Brock, Attorney for Applicant, advised the developer has removed the entrance on Bruner Road. He also discussed other concerns raised by neighbors in the neighborhood meeting to include traffic, sidewalks, and density.

Council expressed some concerns and asked questions relating to traffic in and out, as well as drainage concerns.

Robert Reinhagen, citizen, would like Council to identify where the other commercial spaces will be in accordance with the Policy. Mrs. Cruz explained the changes as to commercial spaces.

City Clerk Robin Fenwick read the comments submitted by Wayne & Carol Smith in opposition to the project.

Mr. LaMontagne asked what would be around the ponds. He's worried about runoff and asked the developer to consider the environmental impacts of mowing to close to the pond.

A conservation easement for the approximately 1.29-acre area where a building was removed will be preserved and a 2' wide non-vehicular access easement along Bruner Rd/property boundary will be brought forward during second reading.

Motion carried 3-2 by roll call vote with Council Member Scott Stiltner and Mayor Don Burnette voting no.

18. First Reading - Ordinance No. 2020-35 - Rezoning/3835 Clyde Morris Boulevard (Osprey Pointe Apartments)

Mayor Don Burnette read Ordinance No. 2020-35.

ORDINANCE NO. 2020-35

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +35 ACRES FROM PLANNED UNIT DEVELOPMENT (PUD) TO MODERATE DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (R-3M); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-35 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by roll call vote with Council Member Scott Stiltner and Mayor Don Burnette voting no.

19. First Reading - Ordinance No. 2020-36 - LDC Amendment/Chapter 3 - Neighborhood Meetings (Case No. 20-25000006)

Mayor Don Burnette read Ordinance No. 2020-36.

ORDINANCE NO. 2020-36

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 3, ARTICLE I RELATING TO CODE ADMINISTRATION ESTABLISHING REGULATIONS FOR NEIGHBORHOOD MEETINGS TO BE PART OF THE DEVELOPMENT REVIEW PROCESS FOR SPECIFIC DEVELOPMENT APPLICATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-36 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Mrs. Cruz spoke as to the change in the code to require neighborhood meetings for specific new developments.

Motion carried 4-1 by roll call vote with Council Member Chase Tramont voting no.

REGULAR AGENDA

20. First Reading - Ordinance No. 2020-37 - Amending Chapter 54, Article V, Police Pension Fund, Section 54-139, Internal Revenue Code Compliance

Mayor Don Burnette read Ordinance No. 2020-37.

ORDINANCE NO. 2020-37

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, SECTION 54-139, INTERNAL REVENUE CODE COMPLIANCE, TO PROVIDE FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR

CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-37 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

21. City Attorney

There was nothing further.

22. City Manager

Jamie Miller, Acting City Manager, provided details on the upcoming City holiday events, including Trunk or Treat and Christmas events, including a virtual tree lighting ceremony.

COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. First Step Shelter - Council Member Chase Tramont provided information on the Safe Zone.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided information on upcoming events.

c. Roundtable of Elected Officials - Mayor Don Burnette provided information from their recent meeting.

ADJOURNMENT – 8:16 p.m.

____
Mayor Donald O. Burnette

Attest:

____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
OCTOBER 27, 2020

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont (arrived at 6:02p.m.) Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Also Present:	Acting City Manager Jamie Miller City Attorney Matthew Jones City Clerk Robin Fenwick

DISCUSSION ITEMS

4. Status update for the City projects on the River to Sea Transportation Planning Organization (R2CTPO) List of Prioritized Projects

Tim Burman, Community Development Director, provided an update on the status of the City's current roadway and pedestrian sidewalk/trail projects on the River to Sea Transportation Planning Organization 2020 List of Prioritized Projects and how anticipated revenue loss by FDOT could impact the status/timeframe on some of the City's projects and answered questions from Council. Council provided feedback as to the priority of projects.

5. Status on the City's new software solution for building and development permits and inspection services.

Mr. Burman provided an overview on the new software solution that will be implemented in 2021 that will provide an online and paperless permitting, inspection, permit history retention, land management, and code enforcement solution for the City and answered questions from Council.

ADJOURNMENT – 6:41 p.m.

____
Mayor Donald O. Burnette

Attest:

____
Robin Fenwick, MMC, City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/4/2020

Consent item: Yes

SUBJECT: (B7a) Approval of Interlocal Agreement Between City of Port Orange and City of New Smyrna Beach relating to the Police Training Range.

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve the Interlocal Agreement with New Smyrna Beach relating to the Training Facility Usage.

SUMMARY: The interlocal agreement between the cities of Port Orange and New Smyrna includes the framework to allow additional police departments access to the Training Facility, if space is available. Additionally, the agreement addresses the responsibility of construction fees, training schedule, operational budget, facility rentals and termination clause.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Interlocal Agreement - Port Orange NSB Training Facility Aug 11 2020	Interlocal Agreement - Port Orange NSB Training Facility Aug 11 2020.pdf

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Beth Unruh	Created/Initiated - 10/9/2020
William Proctor	Approved - 10/13/2020
Thomas Grimaldi	Approved - 10/14/2020
Lupe Reyna-Coffin	Approved - 10/14/2020
Scott Neils	Approved - 10/14/2020
Matthew Jones	Approved - 10/23/2020
Jamie Miller	Approved - 10/23/2020
Robin Fenwick	Final Approval - 10/23/2020

INTERLOCAL AGREEMENT

BETWEEN CITY OF PORT ORANGE AND NEW SMYRNA BEACH POLICE DEPARTMENT TRAINING FACILITY

THIS AGREEMENT, made and entered into the date provided hereafter by and between the City of Port Orange, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "PORT ORANGE") and the City of New Smyrna Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "NEW SMYRNA BEACH"), and collectively referred to as the "Parties."

WHEREAS, pursuant to Section 163.01, Florida Statutes, the City and County have the authority to enter into interlocal agreements as local governmental units for the purposes of making the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and provide services for the purposes set forth in an interlocal agreements; and

WHEREAS, the Parties desire to an interlocal agreement, hereinafter the "Agreement," to establish a joint Police Department Training Facility, (hereinafter the "TRAINING FACILITY") that is wholly owned and managed by PORT ORANGE but jointly utilized and funded by PORT ORANGE and NEW SMYRNA BEACH; and

WHEREAS, the joint funding by both Parties will provide a better economy of scale to construct and maintain adequate training facilities that will support police officers for both cities; and

WHEREAS, the Parties can provide more effective training for their officers at a location closer to each city thereby reducing costs and lost productivity in travel time to more distant facilities; and

WHEREAS, the Parties intend to participate in the shared management of the Training Facility in return for providing (i) a set proportion for the original construction of the Training Facility (ii) a proportionate share of the funding for recurring operation, maintenance and future capital expenditures and (iii) other terms as mutually agree upon; and

WHEREAS, the Parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance and possible future expansion of the Training Facility, and

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

Section 1. STATEMENT OF PURPOSE

The purpose of this Agreement is to establish a joint Police Department Training Facility for the cities of PORT ORANGE and NEW SMYRNA BEACH and to include a framework to allow additional police departments access to this Training Facility if space is reasonably available-that would not impede the regular training for officers employed by the Parties.

Section 2. DEFINITIONS

The following definitions shall apply to the terms used in this Agreement:

"Obligated funds" shall mean funds that are encumbered or intended to be encumbered for contracts that cannot be cancelled or amended.

Section 3. CONSTRUCTION

3.1 Both Parties shall review and consider for approval, the final construction plans for the Training Facility. Construction shall commence after approval of the Parties, said approval not to be unreasonably withheld. The Parties shall consider the adequacy and appropriateness of the training facility design to support both departments consistent with routine training schedules.

3.2 NEW SMYRNA BEACH will provide $800,000 (33.3% of the total) and PORT ORANGE will provide $1,600,000 (66.7% of the total) in capital for the original design and construction of the Training Facility for a total projected cost of $2,400,000. If the Parties agree to augment the current design, the total additional cost, if any, of design and construction will be divided according to the percentage identified in this paragraph. NEW SMYRNA BEACH shall provide $400,000 upon award of the design-build contract and $400,000 upon completion of the construction.

3.3 PORT ORANGE and Volusia County own the land at the proposed location of Training Facility. PORT ORANGE and VOLUSIA COUNTY agreed to a separate Interlocal agreement on July 20, 2006, as amended July 21, 2016, hereinafter "City/County Interlocal, attached hereto as Attachments A and B, respectively. The City/County Interlocal states that "Neither party shall make any alterations, additions or improvements to the Parcels without the prior written notice to the other party," (section 8p.). Therefore, while Volusia County has not indicated an interest in participating in the Training Facility, the County will also need to approve of the improvements made to the parcel.

3.4 The amended Interlocal agreement between PORT ORANGE and Volusia County requires construction details, as may be amended consistent with this Agreement, for the Training Facility. The details are included in Article 3 (Construction), Subsection 3.b and can be found in Attachment B of this document.

Section 4. LOCATION

4.1 The proposed location of the Training Facility is included in Attachment B, Exhibit A-1 of the amendment to the City/County Interlocal and described as ("Parcel B – Police Gun Range").

Section 5. ADMINISTRATION

5.1 The day-to-day operations of the Training Facility shall be managed and maintained by PORT ORANGE.

Section 6. TRAINING SCHEDULE

6.1 The New Smyrna Beach Police Department shall have full unscheduled access to one storage room. Any use of the Training Facility shall be coordinated with the Port Orange Training Division Coordinator (hereinafter, "Training Coordinator"). The Training Coordinator will control the training facility schedule. All scheduling shall be consistent with the City/County Interlocal and hunting or other lease agreement(s) in effect.

6.2 Training will only be scheduled and occur between 7 am and 10 pm, Monday through Friday. Any training outside normal operations schedule as indicated in this section must be approved by the Port Orange Police Department Chief of Police in advance. All scheduling shall be consistent with the City/County Interlocal and hunting or other lease agreement(s) in effect.

Section 7. CIP & OPERATING BUDGET

7.1 Any Capital Improvement Projects, whether maintenance or improvement shall be reviewed by all Parties at the time the need is identified and the Parties will agree on how to fund those projects on a case by case situation.

7.2 NEW SMYRNA BEACH will contribute 35% of the operating costs and PORT ORANGE will contribute 65% of the operating costs.

7.3 PORT ORANGE will bill NEW SMYRNA BEACH 35% of the operating cost on or before August 31 each year. The annual bill will include a detailed invoice which will include, but not be limited to; electrical, water, septic, mowing, pest control, weed control, and non-capital repairs.

7.4 NEW SMYRNA BEACH shall pay $1,000 per year for first two years for operating costs associated with operating the Training Facility. Thereafter, Port Orange shall pay 65% of the operating costs and New Smyrna Beach shall pay 35% of the operating costs.

Section 8. ADDITIONAL FUTURE PARTIES TO AGREEMENT

8.1 If another jurisdiction is interested in becoming a party to this agreement, the Parties shall mutually agree, prior to any change in this agreement. If the Parties agree to allow an additional party or parties to join this agreement, then this agreement will be amended to include all parties.

Section 9. TRAINING FACILITY RENTALS

9.1 The Parties agree that the Training Facility can be rented to another jurisdiction that is not party to this Agreement for the training of their sworn officers. However, PORT ORANGE and NEW SMYRNA BEACH shall have priority in scheduling over any agency that is not a party to this Agreement. The PORT ORANGE Police Chief shall approve all rentals consistent with this Agreement, prior to commencement. Any rental of the Training Facility shall not impede the training needs of any Party to this Agreement.

9.2 Rental fees shall be established by the PORT ORANGE Police Chief.

9.4 100% of any revenue generated from renting any areas of the Training Facility will be applied to the annual actual operating cost to assist in offsetting operating cost. 35% of the revenue will be credited to NEW SMYRNA BEACH actual operating cost and 65% will be credited to PORT ORANGE to assist in offsetting operating cost.

9.5 If revenue from rentals credited to NEW SMYRNA BEACH pursuant to 9.4 exceeds NEW SMYRNA BEACH'S operating cost then PORT ORANGE will pay NEW SMYRNA BEACH the difference between NEW SMYRNA BEACH'S share of the operating cost and the rental revenues credited to NEW SMYRNA BEACH.

Section 10. TERMINATION

10.1 Any Party may terminate its participation in this Interlocal Agreement upon one hundred and eight (180) days written notice to the other Party or Parties. The Parties acknowledge and agree that the capital infrastructure and personal property are not divisible and shall remain the property of PORT ORANGE. Upon termination, the terminating Party shall have no rights or privileges under this Agreement.

10.2 Should NEW SMYRNA terminate its participation in this Agreement within 10 days of the issuance of the certificate of occupancy, PORT ORANGE will refund a percentage of the original capital contribution for the design and construction of the Training Facility based on the following schedule:

Before 1 year, 90% refund
Between 1 and 2 years, 80% refund
Between 2 and 3 years, 70% refund
Between 3 and 4 years, 60% refund
Between 4 and 5 years, 50% refund
Between 5 and 6 years, 40% refund
Between 6 and 7 years, 30% refund
Between 7 and 8 years, 20% refund

After 9 years, no refund

10.3 Should NEW SMYRNA BEACH terminate its participation in the Agreement with proper notice as indicated in Section 10.1 of this agreement, the City of Port Orange will reimburse NEW SMYRNA BEACH'S share of the percentage and any funds that are unspent or have not been obligated for the operations. "Obligated funds" shall mean funds that are encumbered or intended to be encumbered for contracts that cannot be cancelled or amended.

Section 11. LIABILITY

11.1 The Parties agree that nothing contained herein is intended to, nor shall be construed as, a waiver of any Party's rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time. Each Party shall be liable for its own actions and negligence and agrees to assume responsibility for the acts, omissions or conduct of such agency's employees, agents and/or officers, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

11.2 Each Party acknowledges that such agency's employees, agents and/or officers shall at all times remain an employee, agent and/or officer of such agency. Each Party will be responsible for the worker's compensation coverage and claims of its own employee, agent and/or officer. The employees, agents and/or officers of each party shall not be considered employees, agents and/or officers of another party for any purpose.

11.3 The Parties acknowledge that use of the training facility may present special dangers to persons using them and that various training techniques are inherently dangerous. Therefore, it is understood and agreed that the each Party and its employees, agents and/or officers assume the risk of such activity.

11.4 Each Party as a political subdivision as defined by Florida Statute § 768.28, agrees to indemnify each other Party and hold it/them harmless as to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying Party's own negligent or wrongful acts or omissions, to the extent permitted by law. The Parties understand that pursuant to Florida Statute § 768.28(19), no Party is entitled to be indemnified or held harmless by another Party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9).

11.5 Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

[REMAINDER OF THIS PAGE INTERNATIONALLY LEFT BLANK]

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

____
Name: ______________________

By:______________________
Donald O. Burnette, Mayor

____
Name:______________________

____
Name:______________________

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

____
Name:______________________

Date: ______________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _______________, 2020 by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He [_] is personally known to me, or [_] has produced ________________________________ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _______________, 2020 by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing agreement on behalf of the city. She [_] is personally known to me, or [_] has produced ________________________________ as identification.

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

WITNESSES:

CITY OF NEW SMYRNA BEACH, FLORIDA
a Chartered Municipal Corporation

Diane Wilson
Name: Diane Wilson

By: ______________________
Russ Owen, Mayor

Wendy L Hurtubise
Name: Wendy L. Hurtubise

Diane Wilson
Name: Diane Wilson

Attest: Kelly McQuillen
Kelly McQuillen, City Clerk

Wendy L Hurtubise
Name: Wendy L. Hurtubise

Date: 10/8/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of October, 2020 by Russ Owen, as Mayor of the City of New Smyrna Beach, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He [✓] is personally known to me, or [ ] has produced ______________________ as identification.

TAMMY M. KOSOROK
Commission # GG 058705
Expires February 25, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Tammy M. Kosorok
Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of October, 2020 by Kelly McQuillen, as City Clerk of the City of New Smyrna, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing agreement on behalf of the city. She [✓] is personally known to me, or [ ] has produced ______________________ as identification.

Tammy M. Kosorok
Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

TAMMY M. KOSOROK
Commission # GG 058705
Expires February 25, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/4/2020

Consent item: Yes

SUBJECT: (B7b) Approval of Change Order No 1 to SanPik, Inc. Standard Contract for Services (CA7027) for Sweetwater Hills Drainage Improvements

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve Change Order 1 in the amount of $7,376.60 to the Standard Contract for Services (CA7027) with SanPik, Inc. for services relating to additional sidewalk and driveway apron work on Tumblebrook Drive; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Public Works and Utilities Department requests City Council approval of Change Order 1 to the Standard Contract for Services (CA7027) with SanPik, Inc. for services relating to additional sidewalk and driveway apron work on Tumblebrook Drive as part of the Sweetwater Hills Drainage Improvement project. The request is for an additional $7,376.60, for a revised total contract amount of $201,081.60. There is sufficient funding available in this project to cover this change order request.

There is no time extension requested for this project.

Project No.: DIP 077	Funding Account No.: Fund: 412, Fund Name: Storm Water Utility, Cost Center: Drainage Utility, Program: N/A, Spend Category: Drainage - Capital, additional work tag: DIP077

Presenter:

ATTACHMENTS:

1.	Change Order No 1- SanPik CA7027 102120	Change Order No 1- SanPik CA7027 102120.pdf
2.	Sweetwater Hill Change Order Request 1 Revised	Sweetwater Hill Change Order Request 1 Revised.pdf
3.	SanPik Sweetwater Hills CO1 Memo (1) (1)	SanPik Sweetwater Hills CO1 Memo (1) (1).docx

Julia Wiggins	Created/Initiated - 10/13/2020
Kynah Cockcroft	Approved - 10/13/2020
Ronny Buttrum	Approved - 10/13/2020

Junos Reed	Approved - 10/13/2020
Lynn Stevens	Approved - 10/13/2020
James Tillman	Approved - 10/13/2020
Lupe Reyna-Coffin	Approved - 10/14/2020
Scott Neils	Approved - 10/14/2020
Matthew Jones	Approved - 10/21/2020
Jamie Miller	Approved - 10/22/2020
Robin Fenwick	Final Approval - 10/22/2020

CHANGE ORDER NO. 1
To the Standard Contract for Services, dated April 29, 2020
SANPIK, INC. Contractor

Project: ITB 19-27 Sweetwater Hills Drainage Improvements

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $193,705.00	Original Contract Times: Substantial Completion: 230 days (includes additional 30 days per contract) Final Completion: 230 days (February 7, 2021)
Net changes from previous Change Order: No. __: $ N/A	Changes in contract time from previous Change Orders: No. __: N/A days
Contract Price prior to this Change Order: $193,705.00	Contract Completion Date prior to this Change Order: No. __: N/A date
Net Increase (decrease) of this Change Order: No. 1 $7,376.60	Changes in contract time requested this Change Order: No. 1 0 days
Contract Price with all approved Change Orders: $201,081.60	Contract Times with all approved Change Orders: Final Completion: February 7, 2021

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services entered into by and between the parties on April 29, 2020.

II. REQUIRED CHANGES: Change Order No 1 is for the amount of $7,376.60 to provide the necessary repairs to the sidewalk / driveway. This repair is necessary for the City to be in ADA compliance. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Change Order No 1 will allow the contractor to complete repairs on sidewalks and curbing for the City to be ADA compliant. Changes in scope require Council approval. Is this a scope change? Yes.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services (CA7027) subject to a limit up to but not to exceed $7,376.60, for a revised contract amount of $201,081.60. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

V. This Change Order 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 Change Order 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 Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
JUNOS REED, ENG & CONST MANAGER
Department Project Manager

By:____________________________
Junos Reed, Eng & Const Manager

Date Signed:______________________

ACCEPTED BY:
SANPIK, INC.
Contractor

By:____________________________
Mathew Sands, President

Date Signed:______________________

RECOMMENDED BY:
N/A
City's Representative

By:____________________________
Printed Name:______________________
Title:____________________________

Date Signed:______________________

RECOMMENDED BY:
N/A
Engineer of Record

By:____________________________
Printed Name:______________________
Title:____________________________

Date Signed:______________________

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:______________________________
Lynn Stevens, Public Works & Utilities Director

Date Signed:______________________

City Manager

By:______________________________
M.H. Johansson, City Manager

Date Signed:______________________

<u>If Council approval is required:</u>

By:______________________________
Donald O. Burnette, Mayor

Date Signed:______________________

Affirmed:

____
Robin L. Fenwick, CMC, City Clerk

Date Signed:______________________

City of Port Orange

Sweetwater Hills Drainage Improvements

Change Order 1 Draft

rev.0

#		DESCRIPTION					NOTES
2		This proposal includes all labor, material, supervision, and fees associated with the following:					
4		Resultions for ST-1 Elevation					
6		2-10" Drain Basins					
7		Labor to remove sidewalk and driveway					
8		Sub to pour Concrete sidewalk and driveway back as per drawings					
9							
10		The Contract Time Extension due to this Change Order is 5 calender days.					
11		**MATERIALS**				**TOTAL**	
12		From Page 2				$ -	
13				Tax 6.50%	$ -	$ -	
14				Markup 10.0%	$ -	$ -	GC Article 12.01.C.2.a
15						**$ -**	
16							
17		**LABOR**	**HRS**		**AVG $ / HR**	**TOTAL**	
18		From Page 3	40		$ 30.40	$ 1,216.00	
19				Markup 10.0%	$ 121.60	$ 1,337.60	GC Article 12.01.C.2.a
20						**$ 1,337.60**	
21							
22		**TOOLS & EQUIPMENT**				**TOTAL**	
23		From Page 4				$ 1,240.00	
24				Tax 6.50%	$ -	$ 1,240.00	
25				Markup 10.0%	$ 124.00	$ 1,364.00	GC Article 12.01.C.2.a
26						**$ 1,364.00**	
27							
28		**SUBCONTRACTS**				**TOTAL**	
29		From Page 5				$ 4,250.00	
30				Markup 10.0%	$ 425.00	$ 4,675.00	GC Article 12.01.C.2.b
31						**$ 4,675.00**	
32							
33		**OTHER**	**QTY**		**REFERENCE**	**TOTAL**	
34						$ -	
35						$ -	
36						$ -	
37				Subtotal		$ -	
38				Markup 0.0%	$ -	$ -	
39						**$ -**	
40							
41		**FINAL QUOTE TOTAL**				**TOTAL**	
42						$ 7,376.60	
43							
44					**$**	**7,376.60**	

MATERIAL ESTIMATE

#		MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1							$ -	
2							$ -	
3							$ -	
4							$ -	
5							$ -	
6							$ -	
7							$ -	
8							$ -	
9							$ -	
10							$ -	
11							$ -	
12							$ -	
13							$ -	
14							$ -	
15							$ -	
16							$ -	
17							$ -	
18							$ -	
19							$ -	
20							$ -	
21							$ -	
22							$ -	
23							$ -	
24							$ -	
25							$ -	
26							$ -	
27							$ -	
28							$ -	
29							$ -	
30							$ -	
31							$ -	
32							$ -	
33							$ -	
34							$ -	
35							$ -	
36							$ -	
37							$ -	
38							$ -	
39							$ -	
40							$ -	
41							$ -	
42							$ -	
43							$ -	
44								
45		**MATERIAL SUBTOTAL**					**TOTAL**	
46							$ -	
47						**$ -**		

LABOR ESTIMATE

#		LABOR	HRS ST	HRS OT	RATE ST	RATE OT	COST ST	COST OT	COST TOTAL	NOTES
1		Superintendant			$ 80.00	$ 120.00	$ -	$ -	$ -	
2		Supervisor/Foreman	8.0		$ 55.00	$ 82.50	$ 440.00	$ -	$ 440.00	
3		Surveyor				$ -	$ -	$ -	$ -	
4		General Labor	8.0		$ 22.00	$ 33.00	$ 176.00	$ -	$ 176.00	
5		Operator	8.0		$ 25.00	$ 37.50	$ 200.00	$ -	$ 200.00	
6		Skilled Laborer	8.0		$ 25.00	$ 37.50	$ 200.00	$ -	$ 200.00	
7		Carpenter				$ -	$ -	$ -	$ -	
8		Pipefitter	8.0		$ 25.00	$ 37.50	$ 200.00	$ -	$ 200.00	
9		Registered Surveyor					$ -	$ -	$ -	
10		Surveying Technician					$ -	$ -	$ -	
11		Technical Assistant					$ -	$ -	$ -	
12						$ -	$ -	$ -	$ -	
13						$ -	$ -	$ -	$ -	
14						$ -	$ -	$ -	$ -	
15						$ -	$ -	$ -	$ -	
16						$ -	$ -	$ -	$ -	
17			40.0	0.0			$ 1,216.00	$ -		
18			**40.0**						**$ 1,216.00**	
19										
20		**ADJUSTMENTS**	**%**		**HRS**			**RATE / HR**	**TOTAL**	
21		Material Handling	0.0%		0				$ -	
22		Testing & Cleaning	0.0%		0				$ -	
23		Warranty & Punchlist	0.0%		0				$ -	
24					**0**				**$ -**	
25										
26		**PROJECT MANAGEMENT**				**HRS**		**RATE / HR**	**TOTAL**	
27		Project Manager				0			$ -	
28		Asst. Project Manager				0			$ -	
29		Project Engineer				0			$ -	
30		Project Assistant				0			$ -	
31						**0.0**			**$ -**	
32										
33		**LABOR SUBTOTAL**					**HRS**	**AVG $ / HR**	**TOTAL**	
34		Manhours	40.0	0.0		0.0	40.0	$ 30.40	$ 1,216.00	
35							**40.0**			
36								**$**	**1,216.00**	
37										

EQUIPMENT ESTIMATE

#		TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1		Small Tools	4% Labor Cost	$ 1,216			$ -	
2		Consumables	$1.00 / Labor Hr	40.0		$ 4.00	$ 160.00	
3							$ -	
4							**$ 160.00**	
5								
6		**EQUIPMENT**	**DESCRIPTION**	**QTY**	**UNIT**	**RATE**	**TOTAL**	
7		Loader	CAT 308	8.0	Hr	$ 75.00	$ 600.00	
8		Excavator	CAT 908	8.0	Hr	$ 60.00	$ 480.00	
9							$ -	
10							$ -	
11							$ -	
12							$ -	
13							$ 1,080.00	
14								
15		**RENTALS**	**DESCRIPTION**	**QTY**	**UNIT**	**RATE**	**TOTAL**	
16							$ -	
17								
18							$ -	
19							$ -	
20							$ -	
21							$ -	
22							$ -	
23							$ -	
24							$ -	
25							$ -	
26								
27		**FUEL**	**DESCRIPTION**		**Gallons**	**REF**	**TOTAL**	
28			Offroad Diesel		0		$ -	
29							**$ -**	
30								
31								
32		**EQUIPMENT SUBTOTAL**					**TOTAL**	
33							$ 1,240.00	
34								
35						**$**	**1,240.00**	

COST ESTIMATE

		SCOPE	QTY	Rate	TOTAL	NOTES
1		Formaster's Concrete- Sidewalk and Driveway repair	1.00	$4,250.00	$ 4,250.00	
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
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36						
37						
38						
39						
40						
41						
42						
43					TOTAL	
44					$ 4,250.00	
45			$		4,250.00	

FORMASTERS
CONCRETE SPECIALISTS
DIVISION OF VGC
P.O. Box 1026
Lake Helen, Florida 32744
(386) 228-3003 • FAX (386) 228-0098
formasters@earthlink.net
Lic.# CGC 031648

PROPOSAL

Proposal Number
20-175

CLIENT:

Sanpik Inc
3551 W. Lake Mary Blvd.
Suite 210
Lake Mary, FL 32746

Phone: (407) 450-6969
Fax:

PROPOSAL DATE	VALID THRU	FOR	PAGE
8/12/2020	9/10/2020	Sweetwater Hills	1 of 2

We hereby submit specifications and estimates for labor and materials to form, pour, & finish the following:

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	300	SF Concrete Sidewalk (4" NR)	7.00	2,100.00
	200	SF Concrete Driveway (6" NR)	10.75	2,150.00

TOTAL AMOUNT **4,250.00**

Note: Both items to be poured the same day!

Includes one mobilization; each additional $1,250.00.
All concrete and rebar provided by FORMASTERS.

Please see Additional Terms and Conditions on Page Two...

Initial:__________

City of Port Orange Public Works and Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works and Utilities Director
Julia Wiggins, Public Works and Utilities Budget Analyst

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

DATE: September 16, 2020 (Revised 10/13)

SUBJECT: SanPik, Inc – Change Order No 1 to the Standard Contract for Services for Services (CA7027) Sweetwater Hills Drainage Improvements ITB 19-27

REQUEST:
The Public Works and Utilities Department is requesting City Council approve Change Order 1 to the Standard Contract for Services (CA7027) with SanPik, Inc. for services relating to additional sidewalk and driveway apron work on Tumblebrook Drive. The request is for an additional $7,376.60 with no additional contract time requested, for a revised contract amount of $201,081.60.

PURPOSE:
The purpose of this request is improving the pedestrian safety and bring the area into ADA compliance.

CONSIDERATION:
During the Sweetwater Hills Drainage Improvements, the Contract and Engineer have noticed the sidewalk in front of 727 & 729 Tumblebrook Drive and the driveway apron for 727 Tumblebrook drive are in disrepair and in need of replacing.

Additionally, there is currently a five-foot gap in the sidewalk between 727 & 729 Tumblebrook Drive. This additional work will replace the sidewalk and driveway apron. This will improve pedestrian safety and will fix a non-ADA compliant sidewalk issue.

Change Order No 1 to the Standard Contract for Services (CA7027) is for the amount of $7,376.60, for a revised contract amount of $201,081.60. There is no time extension requested at this time. Project is on schedule.

FUNDING:
Stormwater Utility
Project DIP077
Fund: 412
Fund Name: Stormwater Utility
Cost Center: Drainage Utility
Spend Category: Drainage-Capital
Current Budget: $21,220
Change Order Amount: $7,376.60
Original Contract Amount: $201,081.60

RECOMMENTATION:
The Public Works and Utilities Department recommends City Council approve Change Order 1 to the Standard Contract for Services (CA7027) with SanPik, Inc. for services relating to additional sidewalk and driveway apron work on Tumblebrook Drive. The request is for an additional $7,376.60 with no additional contract time requested, for a reviewed contract amount of $201,081.60.

ANTICIPATED SCHEDULE:
a) Council Meeting 11/4/2020
b) Executed Change Order on or before 11/19/2020

ATTACHMENTS:
1. SanPik, Inc. Change Order 1 Proposal

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/4/2020

Consent item: Yes

SUBJECT: (B8) Resolution 20-56- Ratifying and Accepting $77,296 from Florida Department of Law Enforcement for the Federal Fiscal Year 2020 Coronavirus Emergency Supplemental Funding

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 20-56, ratifying and accepting $77,296.00 from Florida Department of Law Enforcement for the Federal Fiscal Year 2020 Coronavirus Emergency Supplemental Funding.

SUMMARY: The Police Department was awarded $77,296.00 from Florida Department of Law Enforcement for the Federal Fiscal Year 2020 Coronavirus Emergency Supplemental Funding. This funding will be utilized for the prevention, preparation, and response to the coronavirus. No match is required for this program.

Project No.: ZEM020 Funding Account No.: Fund 199/Police

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Resolution No. 20-56	Reso. No. 20-56 Acceptance of FDLE CESF.pdf
2.	Certificate of Subaward FDLE 2021-CESF-VOLU-3-C9-122	Certificate of Subaward FDLE 2021-CESF-VOLU-3-C9-122.pdf
3.	Subgrant Application FDLE CESF 2021-CESF-VOLU-3-C9-122	Subgrant Application FDLE CESF 2021-CESF-VOLU-3-C9-122.pdf

Amanda Lasecki	Created/Initiated - 10/13/2020
William Proctor	Approved - 10/13/2020
Thomas Grimaldi	Approved - 10/14/2020
Amanda Lasecki	Approved - 10/14/2020
Lupe Reyna-Coffin	Approved - 10/14/2020
Scott Neils	Approved - 10/15/2020
Matthew Jones	Approved - 10/23/2020
Jamie Miller	Approved - 10/23/2020
Robin Fenwick	Final Approval - 10/23/2020

<u>RESOLUTION NO. 20-56</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCEPTING FUNDING FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S FEDERAL FISCAL YEAR 2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department applied to the Florida Department of Law Enforcement's (FDLE) Federal Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Program for the prevention, preparation and response to the coronavirus; and

WHEREAS, FDLE approved the application in the amount of $77,296.00.

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:

<u>Section 1.</u> The City Council of the City of Port Orange hereby accepts the FDLE Federal Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Program in the amount of $77,296.00.

<u>Section 2.</u> 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.

<u>Section 3.</u> 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: ____
Shannon K. Balmer, Assistant City Attorney

Coronavirus Emergency Supplemental Funding (CESF) Program

CERTIFICATE OF SUBAWARD

Subrecipient: City of Port Orange

Subrecipient DUNS: 080827082

Date of Award: 10/01/2020

Grant Period: From: 03/01/2020 TO: 01/31/2022

Project Title: 2020 CESF PROGRAM

Subgrant Number: 2021-CESF-VOLU-3-C9-122

Federal Funds: $77,296.00

Matching Funds: $0.00

Total Project Cost: $77,296.00

CFDA Number: 16.034

Federal Award Number: 2020-VD-BX-0174

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

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

Research and Development: No

Indirect Cost: No

A subaward agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Port Orange (herein referred to as "Subrecipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Subrecipient in accordance with the terms and conditions set forth in the subgrant agreement, and

WHEREAS, the Department has available funds resulting from a federal Coronavirus Emergency Supplemental Funding Program Grant award issued under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C.

WHEREAS, the Subrecipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Subrecipient has provided an executed agreement to the Department.

NOW THEREFORE, in consideration of the foregoing:

A subaward is hereby made to the Subrecipient identified above. The subaward is for the amount and time period specified above.

This award is a cost-reimbursement agreement. Requests for reimbursement must be submitted on either a monthly or quarterly basis, as designated in the Financial Section of the agreement. The Subrecipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Supporting documentation includes, but is not limited to: timesheets, activity reports, paystubs, third-party contracts, quotes, procurement documents, equipment inventory records, purchase orders, original receipts, invoices, canceled checks or EFT records, or bank statements, as

Coronavirus Emergency Supplemental Funding (CESF) Program

CERTIFICATE OF SUBAWARD (continued)

applicable. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and requested supporting documentation.

The Subrecipient must provide Performance Reports on either a monthly or quarterly basis, as designated in the Performance Section of the agreement, to the Department attesting to the progress toward deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due no later than 15 days after the end of each reporting period.

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

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

Authorized Official
Rona Kay Cradit
Bureau Chief

10/12/2020
Date

This award is subject to the special conditions (if any) prescribed below.

Ref# S43638: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the subgrantee must submit a revised Subrecipient Management Questionnaire (SMQ) to the Office of Criminal Justice Grants.

Ref# S43639: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the sugrantee must submit a copy of their procurement policy to the Office of Criminal Justice Grants.

Coronavirus Emergency Supplemental Funding (CESF) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Port Orange

Subgrant Number: 2021-CESF-VOLU-3-C9-122

Project Title: 2020 CESF PROGRAM

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)

10/6/2020

Signature Date

Donald O. Burnette, Mayor
Printed Name and Title

Port Orange Police Department
Authorizing Official (Official, Administrator, or Designated Representative)

10/05/2020

Signature Date

Thomas Grimaldi, Police Chief
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

10/12/2020

Signature Date

Rona Kay Cradit
Bureau Chief
Printed Name and Title

Coronavirus Emergency Supplemental Funding (CESF) Program

SPECIAL CONDITIONS

Subrecipient: City of Port Orange

Subgrant Number: 2021-CESF-VOLU-3-C9-122

Project Title: 2020 CESF PROGRAM

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S43638: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the subgrantee must submit a revised Subrecipient Management Questionnaire (SMQ) to the Office of Criminal Justice Grants.

Ref# S43639: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the sugrantee must submit a copy of their procurement policy to the Office of Criminal Justice Grants.

Application for Funding Assistance

Florida Department of Law Enforcement

Coronavirus Emergency Supplemental Funding

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
Coronavirus Emergency Supplemental Funding

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
Coronavirus Emergency Supplemental Funding

Section 2: Project Overview

General Project Information

Project Title:	2020 CESF PROGRAM		
Subgrant Recipient:	City of Port Orange		
Implementing Agency:	Port Orange Police Department		
Project Start Date:	3/1/2020	**End Date:**	1/31/2022

Problem Identification

The City of Port Orange is located in Volusia County, Florida and like many other municipalities in Florida has seen a significant impact from the coronavirus. As of June 29, 2020 there were 1,745 confirmed coronavirus cases in Volusia County with 54 deaths. Unfortunately, a significant increase in positive coronavirus has occurred over the past week and seems on an upward trend. Stay at home orders have caused businesses to close and many residents to lose their jobs.

The City of Port Orange has not been immune to the coronavirus and employees have tested positive for the virus. As the Port Orange Police Department continues to serve the residents they are increasingly putting their own safety in jeopardy. Social distancing guidelines have provided challenges in every day duties and come with increased expenses to meet protocols. At the same time tax revenues will be down 20%-30% for the City and budgeting for necessary items to prevent, prepare for, and respond to coronavirus will become increasingly difficult.

Project Summary (Scope of Work)

The City of Port Orange will use grant funds to purchase equipment and supplies to prepare for, prevent, and/or respond to the coronavirus.

Deliverable 1: Grant funds will be used to purchase a decontamination system with training to disinfect police vehicles and offices. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records and cancelled check or statements.

Deliverable 2: Grant funds will be used to purchase message boards to share with residents coronavirus information. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records and cancelled check or statements.

Deliverable 3: Grant funds will be used to purchase kits to allow for automatic usage of urinals, toilets, faucets and lights. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records and cancelled check or statements.

Deliverable 4: Grant funds will be used for signage to advise the public information pertaining to the coronavirus. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records and cancelled check or statements.

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: CESF - Coronavirus Emergency Supplemental Funding

State Purpose Area: 3E - Equipment (OCO)

Objectives and Measures

Objective: Equipment Questions - Questions for all recipients purchasing equipment.

Measure: Equipment 01
Will the applicant expend funds on equipment?
Goal: Yes

Measure: Equipment 02
If yes, how much money is being allocated to purchasing equipment?
Goal: 74064

State Purpose Area: 4S - Supplies (Expenses)

Objectives and Measures

Objective: Supplies Questions - Questions for all recipients purchasing supplies.

Measure: Supplies 01
Will the applicant expend funds on supplies?
Goal: Yes

Measure: Supplies 02
If yes, how much money is being allocated to supplies?
Goal: 3232

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

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	$3,232.00	$0.00	$3,232.00
Operating Capital Outlay	$74,064.00	$0.00	$74,064.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$77,296.00**	**$0.00**	**$77,296.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

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

Section 4: Financial (cont.)

Budget Narrative:

The amounts below are estimates based on information available at the time of application.

Expenses = $3,232

Automatic flush kits for urinals, toilets, faucets and lights = $3,000

Signage = $232

Operating Capital Outlay = $74,064

1 Portable decontamination system with training = $36,377

2 Portable message boards @ $18,843.50 each = $37,687

Grant funds will be used to pay for any applicable shipping or freight charges. Extended warranties (if applicable) will not be requested for reimbursement on the grant.

The City of Port Orange is responsible for any amount over the grant allocation of $77,296.

Section 4: Financial

Section Questions:

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 5000

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/4/2020

Consent item: Yes

SUBJECT: (B9) Resolution No. 20-57- Approval of Grant Agreement for $80,000 from Florida Inland Navigation District for Phase I Design, Riverwalk Park South, Water Related Features

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 20-57 Grant agreement between the City of Port Orange and Florida Inland Navigation District for $80,000 for Phase I Design, Riverwalk Park South, Water Related Features.

SUMMARY: In March 2020, City Council approved a request by staff to submit a Florida Inland Navigation District Waterway Assistance Program grant application for design of water related features in the southern section of Riverwalk Park. The Florida Inland Navigation District approved the grant application in September 2020 and staff is requesting Council approve the award in the amount of $80,000 to be used for completing the design. The required match for this grant was previously approved in the FY21-26 Capital Improvement Program.

The southern portion of Riverwalk Park is proposed to be designed as two separate components to maximize funding. The two components are the water related features which are eligible for FIND grant funding for both design and construction costs, and the hardscape/trail and other upland features which are eligible for ECHO grant funding (see attached Location Map) for only construction costs. The design of the water related features is anticipated to begin late 2020/early 2021. Staff anticipates applying for a separate FIND grant next March to aid in construction funding of the water related features. The design of the hardscape/trail component is being designed currently and will be completed by December 2020 in order to meet the ECHO grant application deadline.

Project No.: AIO034 Funding Account No.: Fund 199
AIO034 Fund 317

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Resolution No. 20-57	Reso 20-57 Approval FIND Grant Agreement Riverwalk Park.pdf

2.	FIND WAP VO-PO-20-130 Agreement	FIND WAP VO-PO-20-130 Agreement (4).pdf
3.	FIND WAP VO-PO-20-130 Award letter	FIND WAP VO-PO-20-130 Award letter.pdf
4.	Riverwalk Park Concept and Plan Location Map	Exhibit 1 - Riverwalk Park Concept and Plan Location Map.pdf
5.	2020 WAP awards final budget at $17.5M (002)	2020 WAP awards final budget at $17.5M (002).pdf

Amanda Lasecki	Created/Initiated - 9/28/2020
Tim Burman	Approved - 10/5/2020
Lupe Reyna-Coffin	Approved - 10/8/2020
Scott Neils	Approved - 10/8/2020
Matthew Jones	Approved - 10/23/2020
Jamie Miller	Approved - 10/23/2020
Robin Fenwick	Final Approval - 10/23/2020

RESOLUTION NO. 20-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE GRANT AGREEMENT FROM THE FLORIDA INLAND NAVIGATION DISTRICT IN THE AMOUNT OF $80,000 FOR PHASE I DESIGN, RIVERWALK PARK SOUTH, WATER RELATED FEATURES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; PROVIDING FOR MATCHING FUND CONTRIBUTION;AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Inland Navigation District provides financial assistance under the Waterway Assistance Program to local government projects associated with the Atlantic Intracoastal Waterway; and

WHEREAS, the city applied for a Florida Inland Navigation District (FIND) Waterways Assistance for Riverwalk Park Phase I design of Riverwalk Park South to create water related features; and

WHEREAS, the Florida Inland Navigation District approved the grant in the amount of $80,000 for the Phase I Design, Riverwalk Park South, Water Related Features.

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

Section 1. The City Council of the City of Port Orange hereby accepts Florida Inland Navigation District Waterways Assistance in the amount of $80,000 for Phase I Design, Riverwalk Park South, Water Related Features.

Section 2. The Mayor and the City Clerk shall be authorized to execute any and all documents, agreements or contracts necessary to implement this Resolution.

Section 3. The City is committed to a $80,000 cash match contribution previously approved in the FY21-26 Capital Improvement Program.

Section 4. This resolution shall become effective immediately upon adoption.

____
MAYOR DONALD O. BURNETTE

ATTEST:

____
Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____________________________________
Shannon K. Balmer, Assistant City Attorney

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. VO-PO-20-130

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this 4th day of November, 2020 by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Port Orange, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Riverwalk Park South, Water Related Features, Phase I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2022 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2023. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2022, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **<u>ASSISTANCE AMOUNT</u>** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than <u>Fifty</u> percent <u>(50%)</u> ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $<u>80,000.00.</u>

<u>Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.</u>

4. **<u>MATCHING FUNDS</u>** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **<u>PROJECT COSTS</u>** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **<u>PRE-AGREEMENT COSTS</u>** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final

Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek

specific performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section

768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Port Orange
Attention: Grants Manager, Community Development/Finance
1000 City Centre Circle
Port Orange, FL 32129

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES: FLORIDA INLAND NAVIGATION DISTRICT

__________________________ By: ______________________________

Executive Director

__________________________ Date: ____________________________

WITNESSES: City of Port Orange

__________________________ By: ______________________________

Title: Mayor

__________________________ Date: ____________________________

EXHIBIT A

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2020

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Design- Phase I- Water Related Features for South Portion of Riverwalk Park
Applicant:	City of Port Orange

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** **(Number and/or Footage etc.)**	**Applicant's Cost** *(To the nearest $50)*	**FIND Cost** *(To the nearest $50)*
Engineering Design		$60,000	$60,000
Permitting		$20,000	$20,000

****TOTALS =**	**$**	**$ 80,000**	**$80,000**

Form No. 90-25 (New 10/14/92, Revised 04-24-06)

EXHIBIT B

2020
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the

environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568 and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within

the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal

Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;

9. Derelict Vessel Removal;

10. Waterways related environmental education programs and facilities;

11. Public fishing and viewing piers;

12. Public waterfront parks and boardwalks and associated improvements;

13. Maritime Management Planning;

14. Waterways boating safety programs and equipment;

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;

2. Restrooms for non-waterway users;

3. Roadways providing access to non-waterway users;

4. Parking areas for non-waterway users;

5. Utilities for non-waterway related facilities;

6. Lighting for non-waterway related facilities;

7. Project maintenance and maintenance equipment;

8. Picnic shelters and furniture for non-waterway related facilities;

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection;

b. Design, permitting, planning, engineering or surveying costs for completed construction project;

c. Restoration of sites disturbed during the construction of an approved project;

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental

entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation

credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District’s program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:__City of Port Orange____

Project Title:_Riverwalk Park South, Water Related Features, Phase I_Project #:_VO-PO-20-130_

Source of Matching Funds: _The required match was approved in the 317 fund in the FY21-26 Capital Improvement Program.____
____

Amount of Matching Funds: _$80,000_______________________________________
____

I hereby certify that the above referenced project Sponsor, as of October 01, 2020, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _November 4, 2020____________________.*

Project Liaison Name:__Amanda Lasecki__________________________________

Project Liaison Signature:____

Date:_November 4, 2020_______________________

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01
New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: ________________________________ PROJECT #:__________

PROJECT SPONSOR: ________________________________ BILLING #:___________

Amount of Assistance	A.	______________________
Less Previous Total Disbursements and Less Previous Total Retainage	B.	______________________
Held Balance Available	=	______________________

Funds Requested This Disbursement

Funds Requested	C.	______________________
Less Retainage (-10% unless final)	D.	______________________
Check Amount	=	______________________

Amount of Assistance		______________________
Less Total Prior and Current Payments Including all retainage held (B+C)		______________________
= Balance Remaining	=	______________________

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

(NOTE: Signature Required on Page 2)

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (**Should correspond to Cost Estimate Sheet Categories in Exhibit "A")**	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison   Date

***S.** 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:____

Project Title:__________________________________ Project #:__________________

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and ____, dated ______________________, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:____

Project Liaison Signature:____

Date:________________________

***S.** 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

EXHIBIT F

ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT

http://www.aicw.org/assistance_programs/cooperative_assistance_programs/docs/exhibit-f-status-report-95-02.docx

PROJECT NO. ____________________

PROJECT TITLE: ____

PROJECT SPONSOR: ____

REPORT PERIOD

	Oct 1-Dec 20__ ;	Jan-March 20_ _ ;	April-June 20_ __ ;	July-Sept 20___
Report Due:	**(Dec 30)**	**(March 30)**	**(June 30)**	**(Sep 30)**

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2020- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2020 First Quarterly Report Due. - Use Quarterly Status Report Form Exhibit F http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php

MARCH 30 2021- Second Quarterly Report Due.

JUNE 30, 2021- Third Quarterly Report Due.

SEPTEMBER 30, 2021 - Fourth Quarterly Report Due.

DECEMBER 30, 2021 Fifth Quarterly Report Due.

MARCH 30 2022 - Sixth Quarterly Report Due.

JUNE 30, 2022- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2022 quarterly report.

SEPTEMBER 1-30, 2022 - Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2022 - End of Grant. All work must be complete closeout paperwork submitted.

October 2022- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

---

*<u>**NOTE**: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/
logos.php#revize_document_center_rz617

ATLANTIC

FLORIDA INLAND

NAVIGATION DISTRICT

INTRACOASTAL

FLORIDA INLAND NAVIGATION DISTRICT

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

FRANK GERNERT
SECRETARY
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

VACANT
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

October 1, 2020

Ms. Amanda Lasecki, Grants Manager
City of Port Orange, Community Development/Finance
1000 City Centre Circle
Port Orange, FL 32129

RE: Riverwalk Park South, Water Related Features, Phase I
(Project # VO-PO-20-130)

Dear Ms. Lasecki:

Enclosed, for your signature, is an original project agreement for your approved Assistance Program project for fiscal year 2020-2021. When signing the agreement, be sure to **also complete the Exhibit C, Matching Funds Form in the agreement**.

Once the agreement has been executed, please return the original to me for execution by the District. If original signatures are not required on your part, the signed agreement may be scanned and emailed to JZimmerman@aicw.org Upon final signature by FIND's Executive Director, I will return a fully executed agreement to you for your files.

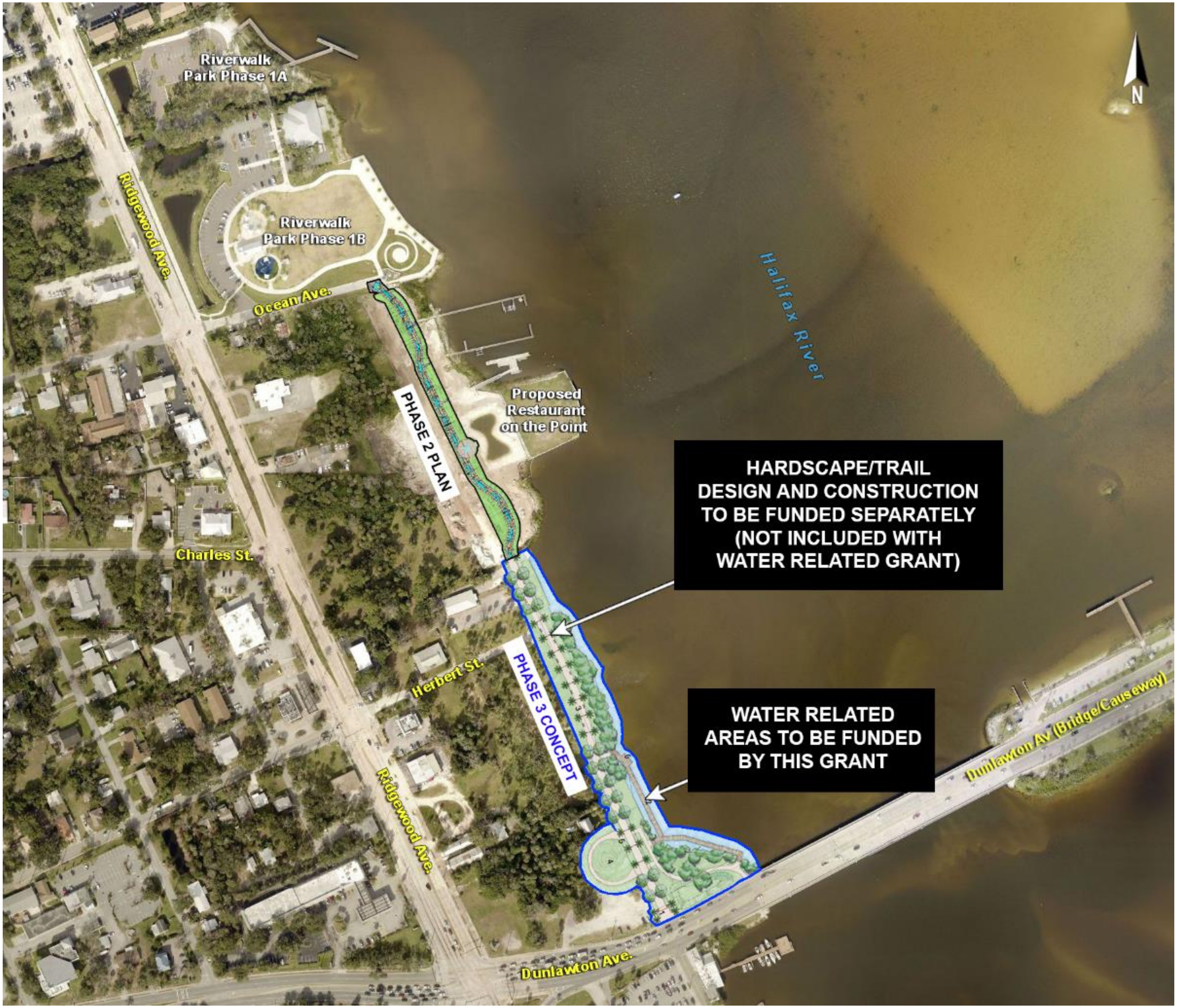
Please note the projects first quarterly report (Exhibit F) will be due Dec 30, 2020. Other important grant deadlines and closeout requirements are listed in Exhibit G in the agreement.

Should you have any questions please feel free to contact me at 561.627.3386 or JZimmerman@aicw.org

Sincerely,

Janet Zimmerman
Assistant Executive Director

EXHIBIT 1 - RIVERWALK PARK CONCEPT AND PLAN AERIAL LOCATION MAP



2020 WAP Grant Awards at Budget of $17.4M

Agenda Iter	Project Sponsor	Project Title	Average Score	Requested funding	Recommended Funding	WAP Running total
ITEM 11.51	City of St. Augustine	Salt Run Navigation Channel Maintenance Dredging *	47.56	$ 150,000	$ 150,000	$ 150,000
ITEM 11.22	North Bay Village	Vogel Park Boating Access, Phase I	45.67	$ 100,000	$ 100,000	$ 250,000
ITEM 11.40	City of Cocoa	Dredging & Channel Markers for Cocoa Riverfront Ph I	45.56	$ 30,000	$ 30,000	$ 280,000
ITEM 11.39	City of Cocoa	Boat Ramps Restoration for Cocoa Riverfront Phase I	45.22	$ 25,000	$ 25,000	$ 305,000
ITEM 11.35	City of Miami	Dinner Key Marina Redevelopment Part 2 *	45.11	$ 1,999,744	$ 1,999,744	$ 2,304,744
ITEM 11.43	City of Fort Lauderdale	George English Park Boat Ramp Renovations, Phase II	45.11	$ 400,000	$ 400,000	$ 2,704,744
ITEM 11.02	Palm Beach County	Ocean Inlet Park Marina, Phase II *	44.89	$ 1,500,000	$ 1,500,000	$ 4,204,744
ITEM 11.04	City of Boynton Beach	Oyer Boat Club Park Improvements, Phase II	44.78	$ 600,000	$ 600,000	$ 4,804,744
ITEM 11.06	St. Lucie County	N Causeway Island Park Boat Ramp Dock Improvements	44.78	$ 450,000	$ 450,000	$ 5,254,744
ITEM 11.24	Miami-Dade County	Pelican Harbor Marina Dredging of Dock D, Phase II	44.67	$ 190,300	$ 190,300	$ 5,445,044
ITEM 11.50	St. Johns County	Vilano Dredge	44.56	$ 180,000	$ 180,000	$ 5,625,044
ITEM 11.16	Martin County	Manatee Pocket Managed Mooring Field Part 2 *	44.44	$ 300,000	$ 200,000	$ 5,825,044
ITEM 11.17	City of Stuart	Shepard Park Improvements, Phase V *	44.33	$ 140,000	$ 140,000	$ 5,965,044
ITEM 11.34	City of Miami	Myers Park Seawall, Boat Ramp, Trailer Parking Phase II	44.33	$ 841,500	$ 841,500	$ 6,806,544
ITEM 11.42	City of Pompano Beach	Alsdorf Park Dock and Sewall Replacement	44.33	$ 475,000	$ 475,000	$ 7,281,544
ITEM 11.49	**St. Johns County**	**Palm Valley Boat Ramp, Phase II**	**44.33**	**$ 450,000**	**$ -**	$ 7,281,544
ITEM 11.31	**City of Miami**	**Knight Center Dockage & Seawall Phase II**	**44.11**	**$ 1,250,000**	**$ -**	$ 7,281,544
ITEM 11.45	Broward County	Hollywood North Beach Park Mooring Fields, Phase IA	43.89	$ 25,000	$ 25,000	$ 7,306,544
ITEM 11.48	City of Palm Coast	Waterfront Park Part 1 *	43.56	$ 350,000	$ 146,000	$ 7,452,544
ITEM 11.07	Port St. Lucie	Rivergate Canal Boat Ramp Dredging, Phase I	43.33	$ 36,000	$ 36,000	$ 7,488,544
ITEM 11.21	North Bay Village	North Bay Village Island Walk Design and Permit Phase IA*	43.33	$ 425,000	$ 425,000	$ 7,913,544
ITEM 11.19	City of Vero Beach	Municipal Marina Master Plan, Phase I	43.22	$ 350,750	$ 350,750	$ 8,264,294
ITEM 11.38	Town of Palm Shores	Shoreline Park Stabilization Phase I	43.22	$ 75,000	$ 75,000	$ 8,339,294
ITEM 11.47	Flagler County	Bing's Landing Seawall and Access Improvements	43.11	$ 100,000	$ 100,000	$ 8,439,294
ITEM 11.26	Miami Shores Village	Miami Shores Village Bayfront Park, Phase I	42.89	$ 125,000	$ 125,000	$ 8,564,294
ITEM 11.23	Miami-Dade County	County Marina and Park Canoe-Kayak Launch Sites, Ph I	42.56	$ 227,210	$ 227,210	$ 8,791,504
ITEM 11.09	Volusia County	Lemon Bluff Park, Part 2	42.44	$ 250,000	$ 250,000	$ 9,041,504
ITEM 11.33	City of Miami	First Presbyterian Church Baywalk, Phase II	42.33	$ 835,839	$ 835,839	$ 9,877,343
ITEM 11.01	Town of Palm Beach	Town of P. Beach Town Docks Replacement, Part II *	42.22	$13,422,000	$ 1,000,000	$ 10,877,343
ITEM 11.13	City of Daytona Beach	Riverfront Park Seawall Phase II *	41.78	$ 1,275,899	$ 302,500	$ 11,179,843
ITEM 11.25	Miami-Dade County	Pelican Harbor Marina Fishing Pier, Phase I	41.78	$ 38,600	$ 38,600	$ 11,218,443
ITEM 11.29	City of Miami	Miami Fire Department Marine Fire Vessel Purchase	41.44	$ 29,019	$ 29,019	$ 11,247,462

2020 WAP Grant Awards at Budget of $17.4M

ITEM 11.30	City of Miami	Morningside Park, Baywalk Kayak Launch, Boat Ramp Ph 1	41.33	$ 256,637	$ 256,637	$ 11,504,099
ITEM 11.08	City of Fernandina Beach	Marina Boardwalk Installation	41.11	$ 250,000	$ 250,000	$ 11,754,099
ITEM 11.18	Indian River County	Jones' Pier Museum and Education Exhibits	41.11	$ 84,000	$ 84,000	$ 11,838,099
ITEM 11.36	Bal Harbour Village	Village Jetty and Cutwalk Restoration Phase I	40.78	$ 252,000	$ 252,000	$ 12,090,099
ITEM 11.11	City of New Smyrna Beach	Buena Vista North Pier Replacement	40.67	$ 334,600	$ 300,000	$ 12,390,099
ITEM 11.12	City of Daytona Beach	Marine Firefighting-Law Enforcement Vessel	40.67	$ 60,000	$ 60,000	$ 12,450,099
ITEM 11.41	City of Cape Canaveral	Long Point Estuary Park	40.33	$ 370,000	$ 370,000	$ 12,820,099
ITEM 11.37	Bal Harbour Village	Village Seawall, Boardwalk and Dock	40.11	$ 705,097	$ 705,097	$ 13,525,196
ITEM 11.44	City of Fort Lauderdale	North Fork Riverfront Park Phase I	40.11	$ 75,000	$ 75,000	$ 13,600,196
ITEM 11.03	Palm Beach County	Sawfish Island Restoration	40.00	$ 760,648	$ 701,700	$ 14,301,896
ITEM 11.15	Martin County	Indian Riverside Park Shoreline Stabilization & Seawall *	39.75	$ 350,000	$ 249,000	$ 14,550,896
ITEM 11.05	City of Boca Raton	Lake Wyman and Rutherford Park, Phase II *	39.67	$ 2,225,950	$ 1,380,000	$ 15,930,896
ITEM 11.32	City of Miami	Sewell Park Shoreline Stabilization	39.44	$ 408,150	$ 408,150	$ 16,339,046
ITEM 11.10	City of Port Orange	Riverwalk Park South, Water Related Features, Phase I	39.22	$ 100,000	$ 80,000	$ 16,419,046
ITEM 11.20	Village of Palmetto Bay	Thalatta Shoreline Stabilization & Pier, Phase II	38.78	$ 500,000	$ 500,000	$ 16,919,046
ITEM 11.52	City of Jacksonville	Bert Maxwell Boat Ramp Dredge, Phase II	38.78	$ 450,000	$ 450,000	$ 17,369,046
ITEM 11.53	City of Jacksonville	Goodbys Creek Dredge, Phase II	38.44	$ 350,000		
ITEM 11.54	City of Jacksonville	Jacksonville Zoo Dock, Phase II	38.00	$ 500,000		
ITEM 11.27	City of Miami Beach	Brittany Bay Park Living Shoreline	37.89	$ 408,150		
ITEM 11.55	City of Jacksonville	Riverfront Park Fishing Platform, Phase II	36.44	$ 325,000		

Projects in yellow to receive less than requested

Multi-year projects:

Lake Wyman and Rutherford Park, Phase II
Town of P. Beach Town Docks Replacement, Part II *
Riverfront Park Seawall Phase II *
North Bay Village Island Walk Design and Permit Phase IA*
Waterfront Park Part 1 *
Manatee Pocket Managed Mooring Field Part 2 *
Shepard Park Improvements, Phase V *
Salt Run Navigation Channel Maintenance Dredging *
Ocean Inlet Park Marina, Phase II *
Dinner Key Marina Redevelopment Part 2 *
Indian Riverside Park Shoreline Stabilization & Seawall
Lemon Bluff Park, Part 2

Projects in gray are not funded

2020 WAP Grant Awards at Budget of $17.4M

	Sawfish Island Restoration
Pre-Agreement Expenses:	Village Seawall, Boardwalk and Dock
	Vero Beach Municipal Marina Master Plan, Phase I
	Buena Vista North Pier Replacement

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/4/2020**

Consent item: Yes

SUBJECT: (B10) Resolution No. 20-61 - Budget Appropriation For FDLE Grant Resolution 20-56, FIND Grant Resolution No. 20-57, and VOCA Grant - Resolution No. 20-62

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-61.

SUMMARY: Resolutions 20-56, 20-57, and 20-62 have been set forth to accept three grants in the 11/4/2020 agenda. This item is a budget appropriation to recognize the acceptance of these grants. Should Council decide not to accept any or all of the proposed grants, this Resolution will need to be amended or denied accordingly.

FDLE Grant:
The City was awarded $77,296 in a Florida Department of Law Enforcement grant for the Police Department for Coronavirus Emergency Supplemental Funding. A portion of this Grant was for FY20 ($3,232) and the balance for FY21 ($74,064). This funding will be utilized for the prevention, preparation, and response to the coronavirus in FY20 and FY21. No match is required for this program. The FY21 portion is appropriated in this Resolution, and the FY20 portion will be appropriated as part of the Budget Execution Review in the 11/17/20 Council meeting. No match is required for this program.

This Section of the Resolution appropriates the Grant funding approved in Resolution 20-56.

FIND Grant:
In March 2020, City Council approved a request by staff to submit a Florida Inland Navigation District Waterway Assistance Program grant application for design of water related features in the southern section of Riverwalk Park. The Florida Inland Navigation District approved the grant application in September 2020 and staff is requesting Council approve the award in the amount of $80,000 to be used for completing the design. The required match for this grant was previously approved in the FY21-26 Capital Improvement Program.

The southern portion of Riverwalk Park is proposed to be designed as two separate components to maximize funding. The two components are the water related features which are eligible for FIND grant funding for both design and construction costs, and the hardscape/trail and other upland features which are eligible for ECHO grant funding (see Exhibit 1 - Location Map) for only construction costs. The design of the water related features is anticipated to begin late 2020/early 2021. Staff anticipates applying for a separate FIND grant next March to aid in construction funding of the water related features. The design of the hardscape/trail component is being designed currently and will be completed by December 2020 in order to meet the ECHO grant application deadline.

This Section of the Resolution appropriates the Grant funding approved in Resolution 20-57.

VOCA Grant:
The Police Department was awarded $89,439 from the State of Florida, Office of the Attorney General (OAG) for the Victims of Crime Act (VOCA) Grant program. The 2020-2021 funding cycle will continue to assist victims of crime. The grant program requires a City match of $22,359. Matching funds are included in the FY 2021 Police Department budget under Personnel Expenses.

This Section of the Resolution appropriates the Grant funding approved in Resolution 20-62.

Project No.:	Funding Account No.: Fund 199; Ledger Account: Capital Outlay; Spend Category: Recreation Area and Sports Fields; Project (AIO034) Fund 199 - VOCA Grant - Police Operating - Ledger Account - Other Supplies and Expenses Fund 199 - FDLE Grant - Police Operating - Personnel

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 20-61 with exhibits	Bud Reso 20-61.pdf

Robin Fenwick	Created/Initiated - 10/15/2020
Lupe Reyna-Coffin	Approved - 10/15/2020
Scott Neils	Approved - 10/15/2020
Matthew Jones	Approved - 10/23/2020
Jamie Miller	Approved - 10/26/2020
Robin Fenwick	Final Approval - 10/26/2020

<u>RESOLUTION NO. 20-61</u>

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO BUDGET FUNDS AWARDED FROM THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) GRANT IN THE AMOUNT OF $80,000; TO BUDGET FOR ADDITIONAL FUNDS FOR THE VICTIMS OF CRIME ASSISTANCE (VOCA) GRANT IN THE AMOUNT OF $10,320 OVER THE PRELIMINARY BUDGETED AMOUNT OF 79,119 FOR A TOTAL GRANT OF $89,439, TO BUDGET FOR A PORTION OF THE FUNDS AWARDED FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S CORONAVIRUS EMERGENCY SUPPLEMENTAL PROGRAM IN THE AMOUNT OF $74,064 OF THE TOTAL GRANT OF $77,296, PROVIDING FOR ACCEPTANCE AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to budget for the approved Waterways Assistance Application (WAP) Grant from the Florida Inland Navigation District (FIND) in the amount of $80,000 to be used for Phase I Design of Water Related Features at Riverwalk Park South. The required cash match contribution has been approved as part of the FY21-26 Capital Improvement Program; and

WHEREAS, The City Council desires to budget for $10,320 of additional funds approved for the VICTIMS OF CRIME ASSISTANCE (VOCA) Grant from the State of Florida, Office of the Attorney General (OAG) in the amount of $89,439. A preliminary estimate of $79,119 and the required 25% match were included in the FY21 Operating budget previously approved; and

WHEREAS, The City Council desires to budget for $74,064 of a total award of $77,296 from the Florida Department of Law Enforcement (FDLE) Coronavirus Emergency Supplemental Funding (CESF) to be used for Public Safety Expense

Reimbursement. To properly match revenues and expenses, the balance of the grant funds $3,232 related to expenses incurred prior to September 30, 2020, will be budgeted as part of the FY20 Budget Execution Resolution; and

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

Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

____

MAYOR DONALD O. BURNETTE

ATTEST:

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Robin L. Fenwick, MMC City Clerk

Adopted on the day of

Reviewed and Approved: ______________________________

Mathew J. Jones, City Attorney

Composite Exhibit A **Resolution No. 20-61**

FY2021 **Grant Fund (199)**
Prepared: **October 12, 2020**
Finance: **Finance Staff**

		Budget Increase / (Decrease)
Revenues:		
Intergovernmental Revenue - State Grant - FIND -		80,000
	Total Revenues:	**$ 80,000**
Expenditures:		
Capital Outlay - Recreation Area and Sports Fields (AIO034)		80,000
	Total Expenditures:	**$ 80,000**

To budget for;

Grant Funds awarded from the Florida Inland Navigation District (FIND) for Project AIO034 - Phase 1 Design, Riverwalk Park South, Water Related Features

Composite Exhibit A **Resolution No. 20-61**

FY2021 **Grant Fund (199)**
Prepared: **October 12, 2020**
Finance: **Finance Staff**

			Budget Increase / (Decrease)
Revenues:			
Intergovernmental Revenue - State Grant - VOCA -2020			10,320
Approved Award Amount	*89,439*		
Award Estimate in FY21 Budget	*79,119*	**Total Revenues:**	**$ 10,320**
Additional Grant Revenue	***10,320***		
Expenditures:			
Discretionary Operating Expenditures - Public Safety			10,320
		Total Expenditures:	**$ 10,320**

To budget for;
Additional Grant Funds awarded (over estimate) from the Office of the Attorney General (OAG) State of Florida - for the Victims of Crime Act (VOCA) for Public Safety services - Grant has a required 25% match.

Composite Exhibit A **Resolution No. 20-61**

FY2021 **Grant Fund (199)**
Prepared: **October 12, 2020**
Finance: **Finance Staff**

					Budget Increase / (Decrease)
Revenues:					
Intergovernmental Revenue - State Grant - FDLE / CESF				$	74,064
FY20	*$*	*3,232*			
FY21	*$*	*74,064*			
Total Award	*$*	*77,296*			
			Total Revenue:	**$**	**74,064**
Expenditures:					
Operating Capital Outlay - Police					74,064
			Total Expenditures:	**$**	**74,064**

To budget for;Florida Department of Law Enforcement's - Coronavirus Emergency Supplemental Funding for the prevention, preparation and response to the Coronavirus. (FY20 $3,232, FY21 $74,064)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/4/2020

Consent item: Yes

SUBJECT: (B11) Resolution No. 20-62 - Ratifying and Accepting $89,439 for 2020-2021 Victims of Crime Act (VOCA) Grant

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 20-62 ratifying and accepting grant funds from the State of Florida Office of the Attorney General in the amount of $89,439 for the Victim of Crime Act (VOCA) Grant program.

SUMMARY: The Police Department was awarded $89,439 from the Victims of Crime Act (VOCA) Grant program. The 2020-2021 funding cycle will continue to assist victims of crime. The grant program requires a City match of $22,359. Matching funds are included in the FY 2021 Police Department budget salary line.

Project No.: Funding Account No.: Fund 199/ Grant Fund
Fund 001/ General Fund Police

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Resolution No. 20-62	Reso. No. 20-62 2020-21 VOCA Grant Agreement.pdf
2.	VOCA 2020_2021_Award Letter_10_2_2020	VOCA 2020_2021_Award Letter_10_2_2020.pdf
3.	VOCA__2020_2021_Contract	VOCA__2020_2021_Contract.pdf

Amanda Lasecki	Created/Initiated - 10/5/2020
William Proctor	Approved - 10/13/2020
Thomas Grimaldi	Approved - 10/14/2020
Lupe Reyna-Coffin	Approved - 10/14/2020
Scott Neils	Approved - 10/14/2020
Matthew Jones	Approved - 10/23/2020
Jamie Miller	Approved - 10/23/2020
Robin Fenwick	Final Approval - 10/23/2020

RESOLUTION NO. 20-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RATIFYING THE APPLICATION FOR AND AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE THE ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF FLORIDA IN THE AMOUNT OF $89,439.00 FOR THE VICTIMS OF CRIME ACT (VOCA) GRANT PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department has been awarded $89,439.00 from the State of Florida Department of Legal Affairs Office of the Attorney General to assist victims of crime; and

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

Section 1. The Mayor and City Clerk of the City of Port Orange hereby ratify the application for and authorize acceptance of the grant funds from the State of Florida award of the Victims of Crime Act grant in the amount of $89,439.00.

Section 2. The Mayor and City Clerk are hereby authorized to execute all documents between the City of Port Orange and the State of Florida necessary to implement this Resolution.

Section 3. The City shall provide matching funds of $22,359.00 for this grant program.

Section 4. This resolution shall become effective immediately upon adoption.

____
MAYOR DONALD O. BURNETTE

ATTEST:

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Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: ______________________________
Shannon K. Balmer, Assistant City Attorney

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2020-2021
Organization: Port Orange Police Department
Grant No.: VOCA-2020-Port Orange Police Depart-00563
Version Date: 10/05/2020 10:08:45
Award Letter

October 02, 2020

Chief Thomas R. Grimaldi
Chief of Police
4545 Clyde Morris Boulevard
Port Orange , Florida 32129-4062

Dear Chief Thomas R. Grimaldi, Chief of Police:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Port Orange Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2020-2021 funding cycle in the amount of $89,439.00.

Our staff has worked diligently to determine how best to distribute the available VOCA grant funding while maintaining mandatory federal grant distribution guidelines and mission critical services. These considerations and your agency's commitment to providing services to crime victims in your community were the key factors used in making our decision.

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or Contact.Voca@myfloridalegal.com with any questions on this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

Gary L. Howze,
Director

FY 2020/2021

(GRANT PERIOD October 1,2020 through September 30,2021)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

Port Orange Police Department

GRANT NO: VOCA-2020-Port Orange Police Depart-00563

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the state of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the ***Port Orange Police Department***, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the term of this Agreement, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the approved Grant Application of the Provider for the Grant Period as approved by the OAG and incorporated herein by reference.

For the Grant Period beginning October 1, 2020 and ending September 30, 2021, the Provider may seek reimbursement of allowable costs for providing victim services through the period of performance coinciding with the Grant Period, as outlined in the Grant Application as approved by the OAG and the U.S. Department of Justice, Office of Justice Programs, incorporated herein by reference, unless otherwise approved by the OAG in writing.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2020, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2021. No costs incurred by the Provider prior to, or after, the Grant Period as the period of performance for this Agreement will be reimbursed, and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG will impose a corrective action plan and/or a reduction of the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 34. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions may result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in the Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider will register within 21 days from execution. The online registration can be completed at: http://dms.myflorida.com/dms/purchasing/myfloridamarketplace

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. AUTHORIZED EXPENDITURES

Only expenditures during the Grant Period which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements. Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant 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 the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 9. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 10. METHOD OF PAYMENT

Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter.

Except for the monthly invoices for December, March and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice and final performance reports are due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment.

Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 11. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 12. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 13. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 14. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained at the office of the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 15. PUBLIC RECORDS

The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, publicrecordsrequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 16. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the Financial Guide.

ARTICLE 17. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in Title 2 C.F.R. Part 200, Subpart A.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 34 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with the 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 18. AUDIT REPORT SUBMISSION

Audit reports must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

1. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

   A. Office of the Attorney General
   Bureau of Advocacy and Grants Management
   PL-01, The Capitol
   Tallahassee, Florida 32399-1050

2. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

3. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 19. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 20. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 21. PUBLIC ENTITY CRIME

Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 22. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the

Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 23. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the Agency. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 24. INDEMNIFICATION AND ASSUMPTION OF LIABLITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney’s fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney’s fees related to these obligations and their enforcement by the OAG. The OAG’s failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 758.28, Florida Statutes.

ARTICLE 25. TERMINATION

This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 26. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 8, AUTHORIZED EXPENDITURES.

ARTICLE 27. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2020. The training modules are available at http://ojp.gov/about/ocr/assistance.htm.

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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.

The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

ARTICLE 28. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 29. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program will state: "This project was supported by Award No.VOCA-2020-Port Orange Police Depart-00563 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the state of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The Port Orange Police Department is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 30. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

The Provider will utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during this Agreement term. The OAG may request documentation of compliance with this provision at any time during the Agreement term.

ARTICLE 31. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement or the rights and representations created by it for any purpose.

ARTICLE 32. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management. The Provider's contract administrator will be provided at the time of execution.

The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 33. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 34. AMOUNT OF FUNDS

The OAG will reimburse the Provider for contractual services and/or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $89,439.00.

“Availability to Provide Services” is defined as maintaining sufficient capacity to assist victims during the Provider’s business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

“Contractual Services” are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 8, AUTHORIZED EXPENDITURES, of this Agreement.

ARTICLE 35. ENTIRE AGREEMENT

This Agreement and the approved 2020-2021 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Port Orange Police Department, have executed this agreement.

______________________	______________________
Authorizing Official	OAG Authorizing Official
Donald O. Burnette	______________________
Print Name	Print Name
______________________	______________________
Date	Date

____
Authorizing Official*

____
Print Name

____
Date

____
Authorizing Official*

____
Print Name

____
Date

59-6000412
FEID# of Provider

008075645
Flair Code

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General

Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida	**Office of the Attorney General Victims of Crime Act Grant**	**2020-2021**
Subrecipient Name and Address Port Orange Police Department 4545 Clyde Morris Boulevard Port Orange, Florida 32129-4062	OAG Grant Number VOCA-2020-Port Orange Police Depart-00563	
Subrecipient DUNS Number 008075645	Project Period: From 10/1/2020 To 9/30/2021	
Subrecipient IRS/Vendor/FEIN Number 596000412	Budget Period: From 10/1/2020 To 9/30/2021	
Project Title OVC FY 18 VOCA Victim Assistance Formula	Award Date 10/02/2020	Award is R&D (Y/N) No
	Federal Indirect Cost Rate or De Minimis Rate	
Previous Award Amount $0.00	Amount of this Award $89,439.00	Total Award $89,439.00

Special Conditions
The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.

Catalog of Domestic Federal Assistance (CFDA Number)
16.575 - Crime Victim Assistance

Summary Description of Project
This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.

Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period 2018-2019: From 10/1/2017 to 9/30/2021
OVC Federal Award Number 2018-V2-GX-0018 - Awarded 08-09-2018	OVC Total Award to OAG $210,755,732
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380
Signature, OAG Authorizing Official, Date	Signature, Agency Executive Director, Date

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/4/2020

Consent item: Yes

SUBJECT: (B12) Resolution No. 20-63 - Parks and Recreation - Budget Transfer Request - Capital Projects from Project QPC081 to QPI202

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-63 as revised.

SUMMARY: Project QPC081 North Pier Causeway Dock has a closing balance of $138,740. Parks and Recreation is requesting the transfer of $95,000 be approved to fund the shortfall of project QPI202 Parks Maintenance Equipment Storage Building currently funded with $65,000.

Bids for the Storage building ITB#20-15 were opened on 10-6-2020 and the lowest Bid came in at $157,708.

This is time sensitive in order for the Parks and Recreation department to prepare and move equipment to a secured site before the Gym closure for The Rec renovations planned to begin April 2021. Department request approval to transfer $95,000 from Project QPC081 to Project QPI202.

UPDATED 11/4/2020:

Staff was reviewing this agenda item today and identified that part of the $95,000 balance remaining in Project QPC081 contains FIND Grant monies. This was not known by the budget team when the resolution was prepared. When the projects were converted from Naviline to Workday, the source of funds were combined and identifying coding was not transferred.

We propose to modify this Resolution by using the non-grant monies in QPC081 ($68,370) and unspent monies from Project QPC073 - Lakeside HVAC ($26,630 of the $124,506 balance) to equal the original requested total of $95,000. Both projects QPC081 and QPC073 are in Fund 317.

Attached is the proposed resolution with changes (mark up) and revised (clean).

If this item is moved, it may impact the A.G. Pifer contract award, scheduled for November 17th. The Purchasing Manager indicated that if it is necessary to move, and that we move past the 90-day quote period, we could ask A.G. Pifer to confirm prices.

Recommend we present to Council the amended Resolution for consideration tonight.

Dr. Scott R. Neils CPA CMA CGFO

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 20-63 with exhibit	Bud Reso 20-63 - Parks Maintenance Equipment Storage .pdf
2.	Bud Reso 20-63 - Parks Maintenance Equipment Storage - Mark up	Bud Reso 20-63 - Parks Maintenance Equipment Storage - Mark up.docx
3.	Bud Reso 20-63 - Parks Maintenance Equipment Storage - REVISED	Bud Reso 20-63 - Parks Maintenance Equipment Storage - REVISED.docx

Lupe Reyna-Coffin	Created/Initiated - 10/12/2020
Scott Neils	Approved - 10/14/2020
Matthew Jones	Approved - 10/23/2020
Jamie Miller	Approved - 10/23/2020
Robin Fenwick	Final Approval - 10/23/2020

RESOLUTION NO. 20-63

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO REDESIGNATE FUNDS IN THE AMOUNT OF $95,000 IN THE GENERAL CAPITAL REPLACEMENT FUND (317) FROM PROJECT QPC081-NORTH PIER CAUSEWAY DOCK TO PROJECT QPI202-PARKS MAINTENANCE EQUIPMENT STORAGE BUILDING AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to re-designate and appropriate $95,000 of the unspent funds in the General Capital Replacement Fund from Project QPC081-North Pier Causeway Dock to Project QPI202 – Parks Maintenance Equipment Storage Building to fund project shortfall due to higher than anticipated bid estimates; and

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

Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict

compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

____
MAYOR DONALD O. BURNETTE

ATTEST:

____
Robin L. Fenwick, MMC City Clerk

Adopted on the ________ day of

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

Composite Exhibit A **Resolution No. 20-63**

FY2021 **General Capital Replacement Fund (317)**
Prepared: **October 14, 2020**
Finance: **Finance Staff**

	Budget Increase / (Decrease)
Revenues:	
N/A	-
Total Revenues:	**$ -**
Expenditures:	
Capital Outlay - Equipment Capital - Project QPC081	(95,000)
Capital Outlay - Buildings and Building Improvements (QPI202)	95,000
Total Expenditures:	**$ -**

To transfer Capital Outlay budget in Fund 317 - from the North Pier Causeway Project (QPC081) to Parks Maintenance Equipment Storage Project (QPI202). Unspent funds from Project QPC081 will be used to fund shortfall in Building and Building Improvement project. Amount budgeted for this project was $65,000, lowest bid came in much higher than amount budgeted ($160,000) .

Information for Budget Amendment

Type	Fund	Cost Center	Program	Ledger Acct Summary	Rev / Spend Category	Project	Amount
Revenue	N/A	N/A		N/A	N/A	N/A	-
						Total Revenues:	**-**
Expense							
		317 Parks and Recreation		600000 Capital Outlay	Equipment Capital	QPC081	(95,000)
		317 Parks and Recreation		600000 Capital Outlay	Building and Building Improvements	QPI202	95,000
						Total Expenditures:	**-**

RESOLUTION NO. 20-63

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO REDESIGNATE FUNDS IN THE AMOUNT OF $95,000 IN THE GENERAL CAPITAL REPLACEMENT FUND (317) FROM PROJECT QPC081-NORTH PIER CAUSEWAY DOCK AND PROJECT QPC073 LAKESIDE HVAC ~~AND~~ TO PROJECT QPI202-PARKS MAINTENANCE EQUIPMENT STORAGE BUILDING AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to re-designate and appropriate

$95,000 of the unspent funds in the General Capital Replacement Fund from Project QPC081 - North Pier Causeway Dock ($68,370) and from Project QPC073 – Lakeside HVAC ($26,630) to Project QPI202 – Parks Maintenance Equipment Storage Building to fund project shortfall due to higher than anticipated bid estimates; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict

compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

____
MAYOR DONALD O. BURNETTE

ATTEST:

____
Robin L. Fenwick, MMC City Clerk

Adopted on the________day of______________________________

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

Composite Exhibit A **Resolution No. 20-63**

FY2021 **General Capital Replacement Fund (317)**
Prepared: **October 14, 2020, Revised 11/4/20**
Finance: **Finance Staff**

Revenues:

	Budget Increase / (Decrease)
N/A	-
Total Revenues:	$ -

Expenditures:

	Budget Increase / (Decrease)
Capital Outlay - Equipment Capital - Project QPC081	($68,370)
Capital Outlay - Equipment Capital - Project QPC073	(26,630)
Capital Outlay - Buildings and Building Improvements (QPI202)	95,000
~~Capital Outlay - Equipment Capital - Project QPC081~~	~~(95,000)~~
~~Capital Outlay - Buildings and Building Improvements (QPI202)~~	~~95,000~~
Total Expenditures:	$ -

To transfer Capital Outlay budget in Fund 317 - from the North Pier Causeway Project (QPC081) and from the Lakeside HVAC Project (QPC073 to Parks Maintenance Equipment Storage Project (QPI202). Unspent funds from Project QPC081 and QPC073 will be used to fund shortfall in Building and Building Improvement project. Amount budgeted for this project was $65,000, lowest bid came in much higher than amount budgeted ($160,000).

~~**Information for Budget Amendment**~~

~~**Type**~~	~~**Fund**~~	~~**Cost Center**~~	~~**Program**~~	~~**Ledger Acct Summary**~~	~~**Rev / Spend Category**~~	~~**Project**~~	~~**Amount**~~
~~Revenue~~	~~N/A~~	~~N/A~~		~~N/A~~	~~N/A~~	~~N/A~~	~~-~~
						~~**Total Revenues:**~~	~~-~~
~~Expense~~							
		~~317 Parks and Recreation~~		~~600000 Capital Outlay~~	~~Equipment Capital~~	~~QPC081~~	~~(95,000)~~
		~~317 Parks and Recreation~~		~~600000 Capital Outlay~~	~~Building and Building Improvements~~	~~QPI202~~	~~95,000~~
						~~**Total Expenditures:**~~	~~-~~

RESOLUTION NO. 20-63

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO REDESIGNATE FUNDS IN THE AMOUNT OF $95,000 IN THE GENERAL CAPITAL REPLACEMENT FUND (317) FROM PROJECT QPC081-NORTH PIER CAUSEWAY DOCK AND PROJECT QPC073 LAKESIDE HVAC TO PROJECT QPI202-PARKS MAINTENANCE EQUIPMENT STORAGE BUILDING AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to re-designate and appropriate $95,000 of the unspent funds in the General Capital Replacement Fund from Project QPC081 - North Pier Causeway Dock ($68,370) and from Project QPC073 – Lakeside HVAC ($26,630) to Project QPI202 – Parks Maintenance Equipment Storage Building to fund project shortfall due to higher than anticipated bid estimates; and

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

Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict

compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

____
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

Composite Exhibit A **Resolution No. 20-63**

FY2021 **General Capital Replacement Fund (317)**
Prepared: **October 14, 2020, Revised 11/4/20**
Finance: **Finance Staff**

	Budget Increase / (Decrease)
Revenues:	
N/A	-
Total Revenues:	$ -

Expenditures:

Capital Outlay - Equipment Capital - Project QPC081	($68,370)
Capital Outlay - Equipment Capital - Project QPC073	(26,630)
Capital Outlay - Buildings and Building Improvements (QPI202)	95,000
Total Expenditures:	$ -

To transfer Capital Outlay budget in Fund 317 - from the North Pier Causeway Project (QPC081) and from the Lakeside HVAC Project (QPC073 to Parks Maintenance Equipment Storage Project (QPI202). Unspent funds from Project QPC081 and QPC073 will be used to fund shortfall in Building and Building Improvement project. Amount budgeted for this project was $65,000, lowest bid came in much higher than amount budgeted ($160,000).

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/4/2020

Consent item: Yes

SUBJECT: (B13) Resolution No. 20-64 - Amending the Subrecipient Agreement Budget to $2,256,352 from Volusia County for CARES Act Coronavirus Relief Fund Municipal Subrecipient Program

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 20-64, amending the Subrecipient Agreement Budget to $2,256,352 from Volusia County for the CARES Act Coronavirus Relief Fund Municipal Subrecipient Program.

SUMMARY: Volusia County received a Coronavirus Relief Fund allocation provided by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law Number 116-136. Volusia County created the Coronavirus Relief Fund Municipal Subrecipient Program which allows subrecipient municipalities to submit reimbursement requests for eligible, necessary expenditures incurred due to the public health emergency with respect to COVID-19. City Council approved the subrecipient agreement with a total budget of $756,032 for identified COVID related expenses on September 15, 2020 with Resolution 20-31.

The Department of Treasury and Office of Inspector General released updated guidance on use of the funds to cover payroll and benefits of public employees. The supplemental guidance considers payroll and benefit expenses for public safety employees to be substantially dedicated to mitigating or responding to the COVID-19 public health emergency. The County of Volusia issued the attached memorandum summarizing the guidance. Therefore, the full amount of payroll and benefits expenses of these employees may be covered using payment from the Fund. The City will submit Attachment C: Project Summary Budget Amendment and Restatement to designate the entire allocation of $2,256,352 for reimbursement of Public Safety Wages and Benefits. Resolution 20-64 authorizes the Mayor and City Clerk to execute the Budget Amendment and Restatement; the resolution authorizes the City Manager, Assistant City Manager, Chief Financial Officer, and Grants Manager to execute and submit Budget Amendment and Reimbursement Request Forms; and the resolution authorizes the City Manager to execute all documents necessary to give the resolution effect.

Some of the items on the original budget request will be submitted to FEMA for reimbursement. These items include most of the Personal Protective Equipment (PPE), upgrades to toilets and towel dispensers, barriers, etc. The City had prepared the documentation for over $70,000 of P-Card transactions through August for submission to the County under the CARES Act. These are also reimbursable under FEMA and will be submitted. As documentation for additional COVID P-Card transactions are prepared, these will be submitted to FEMA as well. Total expenses under the COVID-19 ZEM020 project are $101,100 as of 10-15-20.

Some of the items requested on the original CARES Act budget are not reimbursable by FEMA and may be brought forward for Council approval in a supplemental budget appropriation.

Project No.: ZEM020 Funding Account No.: Fund 001

Presenter: Amanda Lasecki, Scott Neils

ATTACHMENTS:

1.	Resolution 20-64 Amending the Subrecipient Agreement Budget for CARES CRF	Resolution 20-64 Amending the Subrecipient Agreement Budget for CARES CRF.pdf
2.	Fully Executed Volusia County Subrecipient Agreement CRF 9.15.2020	Fully Executed Volusia County Subrecipient Agreement CRF 9.15.2020.pdf
3.	COVID19 Municipality Memo - October 12 2020 Update	COVID19 Municipality Memo - October 12 2020 Update.pdf
4.	Attachment C Project Summary Budget Amendment and Restatement	Attachment C Project Summary Budget Amendment and Restatement.pdf

Amanda Lasecki	Created/Initiated - 10/14/2020
Lupe Reyna-Coffin	Approved - 10/14/2020
Scott Neils	Approved - 10/15/2020
Matthew Jones	Approved - 10/21/2020
Jamie Miller	Approved - 10/22/2020
Robin Fenwick	Final Approval - 10/22/2020

RESOLUTION NO. 20-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AMENDING THE SUBRECIPIENT AGREEMENT WITH THE COUNTY OF VOLUSIA FOR THE VOLUSIA COUNTY CORONAVIRUS RELIEF FUND MUNICIPAL SUBRECIPIENT PROGRAM TO THE FULL ALLOCATION OF $2,256,352; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT AND RESTATEMENT; AUTHORIZING THE CITY MANAGER, ASSISTANT CITY MANAGER, CHIEF FINANCIAL OFFICER, AND GRANTS MANAGER THE AUTHORITY TO SUBMIT AND EXECUTE BUDGET AND REIMBURSEMENT REQUEST FORMS PURSUANT TO THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO GIVE THIS RESOLUTION EFFECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Coronavirus Relief Fund provided by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, the City Council of the City of Port Orange approves submitting reimbursements for eligible, necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, on September 15, 2020, the City Council approved the subrecipient agreement in the amount of $762,032 for Port Orange's Coronavirus Relief Fund subrecipient funding.

WHEREAS, the Department of Treasury, the Office of the Inspector General, and Volusia County have issued guidance providing for the reimbursement of public safety employees during the COVID-19 emergency.

WHEREAS, the City Council approves amending the agreement to the full allocation of $2,256,352 for reimbursement of the payroll and benefits paid to public safety employees during the COVID-19 emergency.

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

Section 1. The City Council of the City of Port Orange hereby approves the Budget Amendment and Restatement to the full allocation of $2,256,352 for reimbursement of the payroll and benefits paid to public safety employees during the COVID-19 emergency; subject to Volusia County approval.

Section 2. The Mayor and City Clerk are authorized to execute the Budget Amendment and Restatement.

Section 3. The City Manager, Assistant City Manager, Chief Financial Officer, and the Grants Manager are authorized to execute and submit Budget Amendment and Reimbursement Request Forms.

Section 4. The City Manager is authorized to execute any documents necessary to give this resolution effect.

Section 5. This resolution shall become effective immediately upon adoption.

____
MAYOR DONALD O. BURNETTE

ATTEST:

____
Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

Volusia County
FLORIDA

County of Volusia
SUBRECIPIENT Agreement
Volusia County Coronavirus Relief Fund Municipal Subrecipient Program

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This Agreement is made and entered into between the COUNTY OF VOLUSIA, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as "COUNTY", and the City of Port Orange, a Florida Municipal entity, hereinafter referred to as "SUBRECIPIENT" for the purpose of subawarding to the SUBRECIPIENT a portion of the COUNTY'S Coronavirus Relief Fund allocation provided by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law Number 116-136, to be used by the SUBRECIPIENT as reimbursement for the SUBRECIPIENT's eligible necessary expenditures incurred due to the public health emergency with respect to COVID-19 that were not accounted for in the SUBRECIPIENT's budget most recently approved as of March 27, 2020 and that were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

NOW, THEREFORE, in consideration of the mutual understanding and Agreements set forth herein, the COUNTY and SUBRECIPIENT agree and stipulate as follows:

1. <u>Period of Agreement/Period of Performance</u>

The Period of Agreement establishes a timeframe for all SUBRECIPIENT contractual obligations to be completed. This Agreement shall be effective on March 1, 2020 and shall end on March 31, 2021, unless terminated earlier in accordance with section 14 of this Agreement, or extended by a mutually agreed-upon amendment to this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the SUBRECIPIENT may charge allowable costs to this subaward to carry out the work authorized under this Agreement. In accordance with guidance issued by the U.S. Department of Treasury, in order for a cost to be properly incurred and allowable for funding under this Agreement, performance or delivery must occur during the Period of Performance. The Period of Performance for this Agreement commenced on March 1, 2020 and shall end on December 30, 2020, unless terminated earlier in accordance with the provisions of section 14 of this Agreement or extended by a mutually agreed-upon amendment to this Agreement. All reimbursement requests submitted in accordance with Section 4 of this Agreement must be submitted by the SUBRECIPIENT to the COUNTY by January 31, 2021. If corrective action is required on any reimbursement request pursuant to section 4(d) of this Agreement, those corrections are required to be submitted by the SUBRECIPIENT to the

COUNTY by February 28, 2020 or fifteen (15) calendar days after notice is provided by the COUNTY to the SUBRECIPIENT of the necessary corrections, whichever is earlier. In the instance that the COUNTY does not provide notice to the SUBRECIPIENT of required correction until after February 13, 2020, the required corrections are due within fifteen (15) calendar days after notice is provided by the COUNTY to the SUBRECIPIENT of the necessary corrections. Reimbursement requests submitted after the due dates above are subject to denial at the sole discretion of the COUNTY.

2. **Scope of Work**

The SUBRECIPIENT agrees to perform the projects listed in Attachment B - Project Summary Budget ("Scope of Work"). The Scope of Work can be amended, upon mutual agreement, using Attachment C - Project Summary Budget Amendment and Restatement.

Projects included in the Scope of Work, including amendments, shall only include necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), not accounted for in the budget most recently approved as of March 27, 2020, up to the amount set forth in the Project Summary Budget (as amended).

The SUBRECIPIENT acknowledges and agrees that guidance and frequently asked questions documents have been provided by the United States Department of Treasury are not authoritative in regard to determining whether expenditures are eligible for use of the Coronavirus Relief Fund provided by the CARES Act and all such determinations are ultimately the responsibility of the SUBRECIPIENT.

Submission, review, approval and execution of amendments to the Scope of Work are hereby delegated by mutual agreement by the governing bodies of both the SUBRECIPIENT and COUNTY as follows:

a. The SUBRECIPIENT delegates authority to the individuals included on Attachment A - Delegation of Authority, Part A, for submission of budget amendments.

b. The COUNTY delegates authority to any ONE of the following county employees for review, approval and execution of budget amendments:

George Reckenwald, County Manager
Suzanne Konchan, Deputy County Manager
Ryan Ossowski, Chief Financial Officer

3. **Funding**

The COUNTY will subgrant Coronavirus Relief Funds, on a cost-reimbursement basis, to the SUBRECIPIENT in an amount not to exceed Seven Hundred Sixty Two Thousand and Thirty Two and 00/100 Dollars ($762,032), for the purpose of reimbursing SUBRECIPIENT for expenditures incurred and paid on projects included in the Scope of Work. The amount of funding subgranted by this Agreement may be amended with a mutually agreed to Attachment C - Project Summary Budget Amendment and Restatement, as described in Section 2 of this Agreement. The SUBRECIPIENT agrees to and acknowledges that it may not pass-through funds provided under this agreement to another entity considered to be a lower-level subrecipient.

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amounts set forth in the Scope of Work (as amended).

b. The COUNTY will reimburse the SUBRECIPIENT only for allowable costs incurred by the SUBRECIPIENT. The COUNTY will provide funds on a cost reimbursement basis to the SUBRECIPIENT for eligible activities approved by the COUNTY, as specified in the approved Scope of Work. The maximum reimbursement amount for each deliverable is also outlined in the Scope of Work (as amended).

c. Failure to complete a project is adequate cause for the termination of funding for that project.

The SUBRECIPIENT agrees to be responsible for the repayment of funds to the COUNTY for expenditures that the COUNTY, the Inspector General of the United States Treasury, or other Federal government official determines are ineligible under the Coronavirus Relief Fund provided by the CARES Act, see section 6 regarding RECOUPMENT for further information.

4. <u>Invoicing and Progress Reporting</u>

a. The SUBRECIPIENT agrees to utilize Attachment D - Reimbursement Request Form and Attachment E - Reimbursement Request Form Summary Sheet for each reimbursement request made to the COUNTY. The SUBRECIPIENT further agrees to utilize Attachment F - Purchased Expense Reimbursement Request Form, Attachment G - Employee Regular Time Reimbursement Request Form (For All 100% Position Requests) and Attachment H - Overtime Reimbursement Request Form, as supplemental attachments, as applicable, when submitting reimbursement requests to the COUNTY.

b. In order to obtain reimbursement for expenditures the SUBRECIPIENT must file with the COUNTY's Grant Activity Project Manager its request for reimbursement and any other information required to justify and support the Reimbursement Request.

Any Reimbursement Request under this Agreement must include a certification, signed by an official delegated by the SUBRECIPIENT (as described below), which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal subaward. I further certify that the expenditures included on this report have not been reimbursed by other local, state, federal or insurance funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

c. The governing body of the SUBRECIPIENT delegates authority to the individuals included on Attachment A - Delegation of Authority, Part B, to submit and execute any Reimbursement Requests, certifications, or other necessary documentation on behalf of the SUBRECIPIENT.

d. The COUNTY will review all Reimbursement Requests by comparing required backup documentation provided by the SUBRECIPIENT against the approved Scope of Work, as well as the requirements of the Coronavirus Relief Fund, as provided in the CARES Act, which requires that payments from the fund only be used to cover expenses that:
   i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
   ii. were not accounted for in the budget most recently approved as of March 27, 2020 for the municipality; and
   iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

   Reimbursement Requests that include only eligible expenditures shall be considered a proper invoice. Reimbursement Requests that include expenditures not approved in the Scope of Work, or expenditures determined to not meet the eligibility requirements of the CARES Act shall be considered improper invoices. Reimbursement Request that do not include required backup documentation shall be considered improper invoices. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable.

e. The COUNTY will not reimburse the SUBRECIPIENT for any payments determined to be an "improper payment". Any "improper payment" is considered to be an ineligible expenditure under this Agreement. The term "improper payment" means or includes:
   i. 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,

ii. 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 or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

f. **Reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible under the Coronavirus Relief Fund provided by the CARES Act. However, the COUNTY's provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY, Inspector General of United States Treasury, or other Federal government official to be ineligible.**

g. Reimbursement Requests should be mailed to:

County of Volusia, FL
Office of the Chief Financial Officer
123 W. Indiana Avenue, Room 300
DeLand, FL 32720
Attention: Jennifer Madewell

h. The SUBRECIPIENT shall provide additional program updates or information that may be required by the COUNTY.

5. **Duplication of Benefits**

The SUBRECIPIENT certifies that it has not received, nor will it receive other local, state, federal or insurance funds that will be used for the expenses being requested through the COUNTY'S Coronavirus Relief Fund Municipal Subrecipient Program. The SUBRECIPIENT acknowledges and understands that it may not receive duplication of benefits to reimburse any of SUBRECIPIENT's COVID-19 related expenses that are reimbursed by this Agreement.

6. **Recoupment / Subsequent Determination of Ineligibility**

a. The SUBRECIPIENT agrees that, **NOTWITHSTANDING ANY OPINION (INCLUDING DETERMINATIONS PROVIDED IN WRITING) OF ELIGIBILITY THAT MAY BE PROVIDED TO SUBRECIPIENT BY ANY COUNTY EMPLOYEE, CONTRACTOR, OR ELECTED OFFICIAL,** if any funds provided to the SUBRECIPIENT in accordance with this Agreement are determined by the Inspector General of the United States Treasury, COUNTY, or other authorized federal official or agency, to have been used by the SUBRECIPIENT in a manner inconsistent with this Agreement or section 601(a) of the Social Security Act as added by section 5001 of the CARES Act (Coronavirus Relief Fund), Public Law Number 116-136, and are recouped by the federal government from the COUNTY, the SUBRECIPIENT will reimburse the COUNTY for all amounts recouped by the federal government that were provided to the SUBRECIPIENT.

b. All refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to the order of "County of Volusia," and mailed directly to the following address:

   County of Volusia, FL
   Office of the Chief Financial Officer
   123 W. Indiana Avenue, Room 300
   DeLand, FL 32720
   Attention: Coronavirus Relief Fund Refunds

c. Any recoupment reimbursement request made in accordance with the above shall be repaid by the SUBRECIPIENT to the COUNTY within thirty (30) days of the COUNTY making such request. If the SUBRECIPIENT does not repay the COUNTY within the thirty (30) days, the SUBRECIPIENT shall be subject to withholding of other funds due the SUBRECIPIENT from the COUNTY as described below.

d. As a condition of funding under this Agreement, the SUBRECIPIENT agrees that the COUNTY may withhold funds otherwise payable to the SUBRECIPIENT from any disbursement to the COUNTY, by the federal or state government, upon a determination by the COUNTY or authorized representative of the federal government that funds exceeding the eligible costs have been disbursed to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT also agrees that the COUNTY may withhold funds otherwise payable to the SUBRECIPIENT from any other funding administered by the COUNTY.

   The SUBRECIPIENT understands and agrees that the COUNTY may offset any funds due and payable to the SUBRECIPIENT until the debt to the COUNTY is satisfied. In the event funds are withheld, the COUNTY will notify the SUBRECIPIENT of the reclassification of the funds originally provided under this agreement (subsequently determined ineligible, but not repaid by the SUBRECIPIENT) that shall now be classified as funding provided under the program from which the funds were withheld, so that the proper accounting can be made by the SUBRECIPIENT.

7. **Compliance with Laws, Rules and Regulations**

The SUBRECIPIENT certifies compliance and agrees to comply with all applicable federal, state and local laws, rules, regulations and Executive Orders applicable to the funds granted in accordance herewith. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

8. **Contact**

   a. The COUNTY'S Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the COUNTY's liaison with the SUBRECIPIENT. As part of his/her duties, the Grant Manager for the COUNTY shall:

      i. Monitor and document SUBRECIPIENT performance; and,

      ii. Review and document all deliverables for which the SUBRECIPIENT is responsible for providing to COUNTY.

   b. The COUNTY'S Grant Manager for this Agreement is:

      Jennifer Madewell
      Grant Activity Project Manager
      123 W Indiana Ave, Room 300
      DeLand, FL 32720
      Telephone: (386) 736-5933 x 15574
      Email: jmadewell@volusia.org

   c. The name and address of the representative of the SUBRECIPIENT responsible for the administration of this Agreement is:

      Amanda Lasecki
      Grants Manager
      1000 City Center Circle
      Port Orange, FL 32129
      Telephone: 386-506-5737
      Email: alasecki@port-orange.org

   d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or email.

9. **Monitoring**

   a. The SUBRECIPIENT shall monitor its performance under this Agreement, to ensure that time schedules are being met, the Program Reporting and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in this Agreement, and reported in each Request for Funds.

   b. The SUBRECIPIENT shall provide the COUNTY and auditors, as well as any federal auditor or inspector general, right to access to the SUBRECIPIENT's records and financial statements as necessary for the

COUNTY to meet the requirements of 2 C.F.R. Part 200. The right of access also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

c. The SUBRECIPIENT agrees to submit to monitoring of its activities by the COUNTY as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

10. <u>Federal Award Identification pursuant to 2 C.F.R. Section 200.331(a)(1)</u>

The SUBRECIPIENT acknowledges that the funds provided under this Agreement are provided by the U.S. Department of Treasury, Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the CARES Act.

The SUBRECIPIENT acknowledges that the amount described in Section 3 of this Agreement represents the total amount of federal funds obligated and committed by the COUNTY to the SUBRECIPIENT, that this award is not R&D pursuant to 2 C.F.R. 200.331(a)(1)(xii), and that further, no indirect costs may be billed under this Agreement.

11. <u>Applicability of 2 C.F.R. Part 200 and SUBRECIPIENT Status</u>

The SUBRECIPIENT agrees to comply with all applicable requirements set forth in 2 C.F.R. § 200.303 regarding internal controls and 2 C.F.R. § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F related to audit requirements.

The SUBRECIPIENT understands that while current guidance from the Department of Treasury has indicated only the above sections of 2 C.F.R. Part 200 apply to the Coronavirus Relief Fund, the United States Department of Treasury or the Inspector General of the United States Treasury may later interpret additional parts of 2 C.F.R. Part 200 to apply. In such event, it would be the responsibility of the SUBRECIPIENT to comply with these additional requirements. As such, while not required, the COUNTY recommends that SUBRECIPIENT follow all parts of 2 C.F.R. Part 200.

The SUBRECIPIENT understands the COUNTY considers the SUBRECIPIENT to be a SUBRECIPIENT in accordance the determination prescribed in §200.330, *SUBRECIPIENT and contractor determinations*, and agrees to such determination.

12. <u>Single Audit</u>

a. The SUBRECIPIENT shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F and Federal Single Audit Act (31 U.S.C. §§ 7501-7507).

b. In accounting for the receipt and expenditure of funds under this Agreement, the SUBRECIPIENT shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. The SUBRECIPIENT shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the COUNTY no later than nine (9) months from the end of the SUBRECIPIENT's fiscal year.

d. The SUBRECIPIENT shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and related management letters issued by the auditor, by or on behalf of the SUBRECIPIENT, to the COUNTY at the following address:

   Office of the Chief Financial Officer
   123 W Indiana Ave, Room 300
   DeLand, FL 32720

e. The SUBRECIPIENT shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

   http://harvester.census.gov/fac/collect/ddeindex.html

f. Treasury has stated that CFDA # 21.019 is pending registration for funds provided under this Agreement.

13. **Maintenance and Availability of Records**

a. As a condition of receiving federal financial assistance, the SUBRECIPIENT agrees to maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred.

b. Copies of all Agreement-related records generated by the SUBRECIPIENT shall be available for inspection by authorized representatives of the federal government, the Inspector General of the United States Treasury, and the COUNTY. The right of access also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

c. Such records shall be available at the SUBRECIPIENT's office at all reasonable times during the Agreement Term and kept for a period of six

(6) years after expiration of this Agreement. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have tolled the final payment date until completion of all such claims, investigations, or litigation proceedings, including all applicable appeal periods.

d. This section 13 shall be in addition to, and not in lieu of, the Florida Public Records law requirements.

14. Suspension and Termination.

The COUNTY may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds provided herein, at its discretion, if the SUBRECIPIENT violates any provision of this Agreement; or

a. Fails to complete performance in a timely manner; or

b. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

15. Default.

If any of the following events occur ("Events of Default"), all obligations on the part of the COUNTY to make further payment of funds will, if the COUNTY elects, terminate and the COUNTY has the option to exercise any of its remedies set forth in section 16 of this Agreement. However, the COUNTY may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.

a. If any warranty or representation made by the SUBRECIPIENT in this Agreement or any previous agreement with the COUNTY is or becomes false or misleading in any respect, or if the SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the COUNTY and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the SUBRECIPIENT at any time during the period of agreement, and the SUBRECIPIENT fails to cure this adverse change within thirty (30) days from the date written notice is sent by the COUNTY;

c. If any reports required by this Agreement have not been submitted to the COUNTY or have been submitted with incorrect, incomplete or insufficient information;

d. If the SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

16. Remedies

If an Event of Default occurs, then the COUNTY may, after thirty (30) calendar days written notice to the SUBRECIPIENT and upon the SUBRECIPIENT's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the SUBRECIPIENT is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 8 of this Agreement;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a reimbursement request;

d. Require that the SUBRECIPIENT refund to the COUNTY any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

e. Exercise any corrective or remedial actions, to include but not be limited to:
   i. request additional information from the SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,
   ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
   iii. advise the SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question,
   iv. require the SUBRECIPIENT to reimburse the COUNTY for the amount of costs incurred for any items determined to be ineligible, or
   v. withhold funds in accordance with section 6d. herein.

f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

17. Conflict of Interest.

a. The SUBRECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.

b. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT who exercises decision making responsibility with respect to these funds and activities, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:
   i. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and to their immediate family members, and business partner(s).
   ii. This requirement applies for such persons during their tenure and for a period of one year after leaving the SUBRECIPIENT.
   iii. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

18. Indemnification

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status, the U.S. Social Security Administration and Treasury Department, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT or its Agent's, employees', or officers' performance or non-performance of the terms of this Agreement, to the extent permitted by law. The parties understand that pursuant to Section 768.28(19), Florida Statutes, no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by SUBRECIPIENT and SUBRECIPIENT claims all of the privileges and immunities and other benefits and protections afforded by Section 768.28, Florida Statues.

19. Liability.

a. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the COUNTY or SUBRECIPIENT beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature for liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY or SUBRECIPIENT for damages arising from any claims related to this Agreement, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or SUBRECIPIENT, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.

b. In no event shall the COUNTY be liable to the SUBRECIPIENT for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.

20. Venue / Jurisdiction / Attorney's Fees.

This Agreement shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this Agreement shall, if in state court, be in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this Agreement, the parties agree to bear their own attorneys' fees and costs, unless otherwise expressly provided herein.

21. Public Records.

Pursuant to section 119.0701(2)(a), Florida Statutes, the COUNTY is required to provide the SUBRECIPIENT with this statement and establish the following requirements as contractual obligations pursuant to this Agreement:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 736-5933 x 15574, jmadewell@volusia.org, or by mail, Office of the Chief Financial

Officer, Attn: Jennifer Madewell, 123 W. Indiana Ave., DeLand, FL 32720.

By entering into this Agreement, the SUBRECIPIENT acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any entity entering into an Agreement for services with the COUNTY is required to:

a. Keep and maintain public records required by the COUNTY to perform the services and work provided pursuant to this Agreement.

b. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 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 for the duration of the Period of Agreement and following completion or termination of the Agreement if the SUBRECIPIENT does not transfer the records to the COUNTY.

d. Upon completion or termination of the Agreement, transfer, at no cost, to the COUNTY all public records in the possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion or termination of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion or termination of the Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Pursuant to current state law, requests to inspect or copy public records relating to the COUNTY'S Agreement for services must be made directly to the COUNTY. If the SUBRECIPIENT receives any such request, the SUBRECIPIENT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the SUBRECIPIENT of such request, and the

SUBRECIPIENT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

The SUBRECIPIENT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The SUBRECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. Unless caused by the negligence of the County, as determined by a court of competent jurisdiction, the SUBRECIPIENT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the SUBRECIPIENT's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the SUBRECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. The SUBRECIPIENT authorizes the COUNTY to seek declaratory, injunctive, or other appropriate relief against the SUBRECIPIENT from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section. Nothing contained herein is intended to, nor shall be construed as, a waiver of any party's rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this agreement.

The SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. The SUBRECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any subcontractors to comply with all laws, as applicable, and to assist the COUNTY in complying with the same as it relates to all aspects of this Agreement.

The SUBRECIPIENT agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. The COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT that are directly related to this Agreement. The SUBRECIPIENT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The SUBRECIPIENT shall preserve and make available, at reasonable times for examination and audit by the COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of six (6) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or six (6) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the COUNTY to be applicable to the SUBRECIPIENT's records, the SUBRECIPIENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the COUNTY's disallowance and recovery of any payment upon such entry.

22. <u>Procurement</u>.

a. The SUBRECIPIENT shall ensure that any procurement involving funds authorized by this Agreement complies with all applicable federal and state laws and regulations.

b. The SUBRECIPIENT shall maintain records sufficient to detail the history of procurement. These records include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

c. The SUBRECIPIENT shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

d. The SUBRECIPIENT agrees to include in the subcontract that the subcontractor is bound by all applicable state and federal laws and regulations.

e. The SUBRECIPIENT shall 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.

f. The SUBRECIPIENT shall conduct any procurement under this Agreement in a manner providing full and open competition. Accordingly, the SUBRECIPIENT shall not:

   i. Place unreasonable requirements on firms in order for them to qualify to do business;
   ii. Require unnecessary experience or excessive bonding;
   iii. Use noncompetitive pricing practices between firms or between affiliated companies;
   iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
   v. Authorize, condone, or ignore organizational conflicts of interest;
   vi. Specify only a brand name product without allowing vendors to offer an equivalent;
   vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
   viii. Engage in any arbitrary actions during the procurement process; or,
   ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. Except in those cases where applicable federal statutes expressly mandate or encourage otherwise, the SUBRECIPIENT shall not use a geographic preference when procuring commodities or services under this Agreement.

h. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

23. Interest of Certain Federal Officials.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

24. Hatch Act.

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

25. Suspension and Debarment.

The SUBRECIPIENT agrees to comply with the requirements of 24 C.F.R. parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SUBRECIPIENT certifies, to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

b. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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.

c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 25 b. of this certification; and,

d. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

SUBRECIPIENT acknowledges it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

In addition, the SUBRECIPIENT shall send to the COUNTY (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for the SUBRECIPIENT agency and each intended subcontractor which SUBRECIPIENT plans to fund under this Agreement. The form must be received by the COUNTY before the SUBRECIPIENT enters into a contract with any subcontractor.

26. Equal Opportunity Employment.

a. In accordance with 41 C.F.R. §60-1.4(b), the SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agree as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT and its contactors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractors' noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph 26.a.i. and the provisions of paragraphs 26.a.i. through 26.a.viii. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agenda, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The SUBRECIPIENT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The SUBRECIPIENT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part II, Subpart D of the Executive Order. In addition, the SUBRECIPIENT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the SUBRECIPIENT under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such SUBRECIPIENT; and refer the case to the Department of Justice for appropriate legal proceedings.

e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

27. Copeland Anti-Kickback Act.

a. The SUBRECIPIENT hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

   i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

   ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

28. Contract Work Hours and Safety Standards.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

29. <u>Clean Air Act and the Federal Water Pollution Control Act.</u>

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

30. <u>Anti-Lobbying.</u>

The SUBRECIPIENT agrees, by executing this Agreement, that to the best of his or her knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract, then any such contract must including the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer of employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

31. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**.

a. If the SUBRECIPIENT, with the funds authorized by this Agreement, seeks to procure goods or services, then, the SUBRECIPIENT shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
   iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
   v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
   vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the SUBRECIPIENT must take; the requirements do not preclude the

SUBRECIPIENT from undertaking additional steps to involve small and minority businesses and women's business enterprises.

32. Employee Protection from Reprisal.

a. In accordance with 41 U.S.C. Sec. 4712, an employee of SUBRECIPIENT may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph 32(b) below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

b. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the COUNTY;
   vii. A federal or State regulatory enforcement agency.

c. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by this Section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Treasury Department.

d. Time Limitation for Submittal of a Complaint – A complaint may not be brought under this Section more than three years after the date on which the alleged reprisal took place.

e. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under Federal law.

f. Assumption of Rights to Civil Remedy – Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under Federal law.

33. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

34. Attachments.

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:
   i. Attachment A – Delegation of Authority
   ii. Attachment B – Project Summary Budget
   iii. Attachment C – Project Summary Budget Amendment and Restatement
   iv. Attachment D – Reimbursement Request Form
   v. Attachment E – Reimbursement Request Form Summary Sheet
   vi. Attachment F – Purchased Expense Reimbursement Request Form
   vii. Attachment G – Employee Regular Time Reimbursement Request Form (For All 100% Position Requests)
   viii. Attachment H – Overtime Reimbursement Request Form
   ix. Attachment I – Certification Regarding Debarment

35. Assurances.

The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the SUBRECIPIENT in this Agreement, in any later submission or response to a COUNTY request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the COUNTY and with thirty (30) days written notice to the SUBRECIPIENT, cause the termination of this Agreement and the release of the COUNTY from all its obligations to the SUBRECIPIENT.

The SUBRECIPIENT is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the SUBRECIPIENT's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

The SUBRECIPIENT assures and certifies it will:

a. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

b. Comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and Florida Statutes.

c. Comply with overtime provisions of the Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

d. Comply with the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

36. <u>Good Faith</u>.

Each party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.

37. <u>Non-assignability</u>.

This Agreement shall not be assigned, transferred, or encumbered by the SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.

38. <u>Waiver of Jury Trial</u>.

By entering into this Agreement, the SUBRECIPIENT and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

39. <u>Conflict</u>.

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless the COUNTY and the SUBRECIPIENT mutually elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

40. Legal Authorization.

The SUBRECIPIENT certifies that it has the legal authority to receive the funds under this Agreement. The SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind SUBRECIPIENT to the terms of this Agreement.

41. Complete Agreement.

This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.

42. Amendments.

Upon mutual consent of both parties, this Agreement may be amended in writing.

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this Agreement.

9/15/2020

Donald O. Burnette
Mayor
City of Port Orange

Date

Approved as to form and legality:

Matthew J. Jones
City of Port Orange City Attorney

Date: 9/17/20

9/3/2020

George Recktenwald
County Manager
County of Volusia, Florida

Date

Approved as to form and legality:

Michael G. Dyer,
Volusia County Attorney

Date: 9/8/2020

Attachment A

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Delegation of Authority

Part A

The following individuals are delegated authority by the elected governing body of the following municipality to submit Budget Amendment Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program:

Authorized Individual Name	Authorized Individual Title	Signature
M.H. Johansson	City Manager	M.H.
Alan Rosen	Assistant City Manager	
Scott R. Neils	Chief Financial Officer	
Amanda Lasecki	Grants Manager	Amanda Lasecki

Part B

The following individuals are delegated authority by the elected governing body of the following municipality to submit Reimbursement Request Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program:

Authorized Individual Name	Authorized Individual Title	Signature
M.H. Johansson	City Manager	M.H.
Alan Rosen	Assistant City Manager	
Scott R. Neils	Chief Financial Officer	
Amanda Lasecki	Grants Manager	Amanda Lasecki

City of Port Orange
Municipality Name

Signature of Municipality Mayor

Donald O. Burnette
Printed Name

8/28/2020
Date

M.H.
Attestation of Chief Executive of Municipality

M.H. Johansson
Printed Name

8/28/2020
Date

Attachment B

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Project Summary Budget

Project Number	Project Name	Budget
1	Staff Leave Time	$ 88,000.00
2	COVID-19 Testing Sites	$ 2,000.00
3	Personal Protective Supplies	$ 50,000.00
4	Building Sanitation Improvements	$ 351,774.00
5	Telework Improvements	$ 151,013.00
6	Social Distancing Measures	$ 39,000.00
7	Public Safety Equipment	$ 80,245.00
	Total Budget	$ 762,032.00

City of Port Orange
Municipality Name

Signature of Municipality Mayor

Donald O. Burnette
Printed Name

9/1/20
Date

Attachment I

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any SUBRECIPIENT other than a State agency or political subdivision of the State, which receives funds under the Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgement rendered against them for:
   a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or a contract under public transaction, or b) 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.

The SUBRECIPIENT understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts) and that all contracts and sub-contracts must certify and disclose accordingly.

The SUBRECIPIENT further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

The SUBRECIPIENT understands and agrees that no funds provided by this Agreement will be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action described in 31 U.S.C. 1352 (a)(2).

SUBRECIPIENT further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: ______________________________
Signature

Donald O. Burnette, Mayor
Name and Title

1000 City Center Circle
Street Address

Port Orange, FL 32129
City State, Zip

9/15/2020
Date

City of Port Orange
SUBRECIPIENT's Name

____
Sub-Contractor's Name

MEMORANDUM
DEPARTMENT OF FINANCE
Office of the Chief Financial Officer

TO: Volusia County Municipal Finance Directors **DATE**: October 12, 2020

FROM: Ryan Ossowski, CPA
Chief Financial Officer

CC: George Recktenwald, County Manager
Suzanne Konchan, Deputy County Manager

SUBJECT: Updated Coronavirus Relief Fund Guidance and FAQ

Overview

Previously, I provided, and updated, a guidance memo to all municipal finance directors that documented County Finance determinations made regarding the use of Coronavirus Relief Funds provided by the CARES Act.

The Department of Treasury ("Treasury") has updated their guidance on the use of Coronavirus Relief Funds, specifically providing four additional pages of Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees ("Supplemental Guidance").

Subsequently, the Office of Inspector General ("OIG") of the Treasury provided a revised Frequently Asked Question ("FAQ") document, which was revised to be in agreement with the Treasury's Supplemental Guidance. The Treasury OIG FAQ is especially noteworthy, because the Treasury OIG is responsible by law for monitoring and oversight of the receipt, disbursement, and use of Coronavirus Relief Fund ("CRF") payments. Treasury OIG was also assigned authority to recover funds in the event that it is determined a recipient of a CRF payment failed to comply with requirements of the CRF.

General Eligibility Rules

As a reminder, as enacted in the CARES Act, expenditures of the Coronavirus Relief Fund must be:

1. necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Changes to Eligible Expenditures

Due to the issuance of the Supplemental Guidance, and the subsequent update to the Treasury OIG FAQ document, there is an important change in expenditure eligibility for wages and benefits. The Treasury's Supplemental Guidance greatly clarifies the previous Treasury documents with respect to presumption of public safety and public health personnel being eligible expenditures of the fund.

With the issuance of the Supplemental Guidance, and subsequent Treasury OIG FAQs, the following conclusions can be drawn regarding use of CRF funds for public safety and public health wages and benefits:

1. Treasury considers the "non-budgeted" requirement to be met if a cost is for a substantially different use from any expected use of funds in the budget.
2. Treasury considers payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency to be <u>within the category of substantially different uses</u>. [Therefore, they are considered unbudgeted per above #1].
3. The full amount of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund.
4. Governments can use the Department of Treasury's administrative accommodation to <u>presume</u> that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.
5. Treasury OIG will allow the use of Treasury's administrative accommodation presumption during its audits of the CRF.
6. Treasury OIG will not require analysis of the presumption, nor documentation of the negative assurance of the chief executive of the government.

Therefore, by providing the administrative accommodation and additional guidance, Treasury will allow recipients and sub-recipients (such as municipalities) to charge the salaries and benefits of all public safety personnel during the period of March 1, 2020 to December 30, 2020 to the Coronavirus Relief Fund.

More importantly, the Treasury OIG will also allow the use of the Treasury-provided administrative accommodation.

Conclusion

Therefore, County Finance will now allow subrecipient municipalities to include expenditures in connection to the Treasury administrative accommodation. Any subrecipient municipality that wishes to utilize CRF amounts for public safety and public health employees utilizing the Treasury presumption, should submit a budget amendment (or original budget, if you have not completed your agreement) to County Finance as soon as possible.

However, please note the following:

1. The update above only applies to regular wages, overtime, and benefits for <u>public safety and public health</u> employees.

2. All previous examples of eligible expenditures in the categories of COVID-19 testing, personal protective supplies, personal protective equipment, building sanitation improvement, regular wages for human services or similar employees, overtime for human services or similar employees, Families First Coronavirus Response Act, telework improvements and social distancing measures still apply.
3. All expenditures included in any previously approved budget remain approved, although, if you would like to amend your budget in light of revised guidance, you may do so.

Exhibits

Exhibit A – Excerpts from Treasury Supplemental Guidance

Exhibit B – Excerpts from Treasury OIG FAQ

Exhibit A – Excerpts from Treasury Supplemental Guidance

1. *"With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency* ***and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose."*** [Emphasis added]

2. *"… Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if …* or *(b) the cost is for a* ***substantially different use*** *from any expected use of funds in such a line item, allotment, or allocation."* [Emphasis added]

3. *"**Within this category of substantially different uses**, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are <u>substantially dedicated</u> to mitigating or responding to the COVID-19 public health emergency. The **full amount of payroll and benefits** expenses of <u>substantially dedicated</u> employees may be covered using payments from the Fund."* [Emphasis added]

4. *"In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government* ***<u>may presume that public health and public safety employees meet the substantially dedicated test</u>****, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.* ***This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020****. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020."* [Emphasis and highlight added]

Exhibit B – Excerpts from Treasury OIG FAQ

63. ***According to Treasury's FAQs, for administrative convenience, a State can presume that all payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency and, thus, can be covered by CRF. Will Treasury OIG or the PRAC ever question the applicability of this presumption in the audit context? If so, under what circumstances?***

During its reviews and audits, Treasury OIG will allow the use of the administrative accommodation made in accordance Treasury's FAQs. See responses to related questions 70, 71, and 72. [Question references corrected]

70. ***To what level of documentation will a government be held to support the reimbursement of public health and safety payroll that was "presumed" to be substantially dedicated to mitigating the emergency?***

The recipient of CRF payments must maintain and make available to Treasury OIG upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended (42 U.S.C. 801(d)). … **These document requirements apply to supporting payroll reimbursement amounts using CRF proceeds and not to support the presumption that public health and safety payroll is substantially dedicated to mitigating the emergency.** [Emphasis added]

a. Will a government have to demonstrate/substantiate that a public health or public safety employee's function/duties were in fact substantially dedicated to mitigating the emergency?

No, the government will not have to demonstrate/substantiate that a public health or public safety employee's function/duties were substantially dedicated to mitigating the emergency but must maintain records and documentation supporting payroll amounts reimbursed using CRF proceeds. As indicated in Treasury's Guidance, as an administrative accommodation, governments may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. Treasury's FAQs add that entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020.

b. For payroll that was accounted for in the FY2020 budget but was then "presumed" to be substantially dedicated to mitigating the emergency, will the government have to demonstrate/substantiate that a public health or public safety employee's function was a substantially different use?

No, the government will not have to demonstrate/substantiate that a budgeted public health or public safety employee's function was a substantially different use. As stated in Treasury's Guidance, within the category of substantially different uses, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency. The Treasury OIG does require the government to maintain budgetary records to support the fiscal years 2019 and 2020 budgets.

71. ***Is the government required to perform any analysis or maintain documentation of the "substantially dedicated" conclusion for payroll expenses of public safety, public health, health care, and human service employees?***

No, the government is not required to perform an analysis or maintain documentation of the substantially dedicated conclusion for payroll expenses of public safety, public health, health care, and human service employees. As indicated in Treasury's Guidance, as an administrative accommodation, governments may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. Please refer to response to question 70. [Question reference corrected]

72. Treasury's FAQs indicate a "State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise."

a. What level of documentation needs to be maintained to indicate the chief executive did not determine "specific circumstances indicate otherwise?"

No documentation of the negative assurance of the chief executive (or equivalent) is required.

b. Is the absence of documentation indicating "specific circumstances indicate otherwise" sufficient, or does an affirmative decision need to be documented?

See previous responses.

Attachment C

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Project Summary Budget Amendment and Restatement

Project #	Project Name *(include all projects, even if amounts are not changing)*	Current Budget	Changes this Amendment	Revised Budget
1	Staff Leave Time	$ 88,000.00	$ (88,000.00)	$ -
2	COVID-19 Testing Sites	$ 2,000.00	$ (2,000.00)	$ -
3	Personal Protective Supplies	$ 50,000.00	$ (50,000.00)	$ -
4	Building Sanitation Improvements	$ 351,774.00	$ (351,774.00)	$ -
5	Telework Improvements	$ 151,013.00	$ (151,013.00)	$ -
6	Social Distancing Measures	$ 39,000.00	$ (39,000.00)	$ -
7	Public Safety Equipment	$ 80,245.00	$ (80,245.00)	$ -
8	Public Safety Wages and Benefits	$ -	$ 2,256,352.00	$ 2,256,352.00
	Total	$ 762,032.00		$ 2,256,352.00

Explain Purpose of Amendment

After receiving additional Treasury and OIG guidance the City has decided to submit Public Safety wages and benefits for the CARES CRF Program.

City of Port Orange
Name of Municipality

Signature of Official Authorized on Delegation of Authority Form

Approval by County of Volusia

Donald O. Burnette
Printed Name

Printed Name

Mayor
Title

Title

Date

Date

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/4/2020

Consent item: No

SUBJECT: (E15) Second Reading - Ordinance No. 2020-36 - LDC Amendment/Chapter 3 - Neighborhood Meetings (Case No. 20-25000006)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-36, amending Chapter 3 of the Land Development Code regarding neighborhood meetings.

SUMMARY: Planning Commission (9/24/20): Recommended Approval

The proposed amendment provides regulations for neighborhood meetings to be part of the development review process for specific development applications. The following development proposals would require a neighborhood meeting to be held:

- Comprehensive Plan Future Land Use Amendment for a non-residential or multifamily use adjacent to an existing single-family development;
- Rezoning for a non-residential or multifamily use adjacent to an existing single-family development;
- Site Plan or Subdivision for a non-residential or multifamily use adjacent to an existing single-family development; or
- As directed by the Community Development Director based on size and potential impacts of the proposed development to the adjacent properties

It will be the responsibility of the developer of a project to schedule and hold the neighborhood meeting. The purpose of the neighborhood meeting is for a developer of a project and the community to meet in an informal setting to discuss and explain their proposed development project and provide the developer an opportunity to answer questions, hear comments and concerns, and discuss design alternatives to improve compatibility. The neighborhood meeting is intended to benefit both the applicant and the community by initiating early discussion of the project and often the developer can make modifications to address or minimize concerns raised at a neighborhood meeting. Other cities in Volusia County also have similar requirements for neighborhood meetings as part of their development review process.

The staff report is attached for additional information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-36	Ord 2020-36.pdf
2.	Staff Report - LDC Neighborhood Meetings	Staff Report - LDC Neighborhood Meetings.pdf

Penelope Cruz Created/Initiated - 10/16/2020

ORDINANCE NO. 2020-36

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 3, ARTICLE I RELATING TO CODE ADMINISTRATION ESTABLISHING REGULATIONS FOR NEIGHBORHOOD MEETINGS TO BE PART OF THE DEVELOPMENT REVIEW PROCESS FOR SPECIFIC DEVELOPMENT APPLICATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code ("Code") as part of an ongoing maintenance effort to make the Code and the development review process more efficient and consistent in its application.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 3, Article I of the Land Development Code, to establish a new Section 8 providing regulations for neighborhood meetings as part of the development review process to read as follows:

Chapter 3 – ADMINISTRATION

ARTICLE I: - CODE ADMINISTRATION

Section 8. *Neighborhood Meeting.*

1. *Purpose.* The purpose of the neighborhood meeting is to provide an opportunity where an applicant and the community can meet and discuss a proposed development in an informal environment, to inform and contribute to the community's understanding and knowledge about a proposed development, and to provide the applicant an opportunity to hear comments and concerns about the proposed development and address outstanding issues where possible.

2. *Applicability.*

a. Neighborhood Meeting *Mandatory.* A neighborhood meeting is required after the pre-application meeting with staff and at least 21 days before any of the following applications is reviewed by the Planning Commission (if applicable) or prior to the first resubmittal if the application does not require public hearings. If a resubmittal on the subject development application is not received within six months of the neighborhood meeting, a subsequent neighborhood meeting may be required by the Administrative Official. This requirement does not apply if the application is one initiated by the City of Port Orange.

i. Comprehensive Plan Amendment for a non-residential or multifamily use adjacent to a single-family district.

ii. Rezoning for a non-residential or multifamily use adjacent to a single-family district.

iii. Site Plan or Subdivision for a non-residential or multifamily use adjacent to a single-family district.

iv. As directed by Community Development Director based on size and potential impacts of the proposed development.

b. Neighborhood Meeting *Optional.* A neighborhood meeting is encouraged, but not required, of any application for a development reviewed under this Code other than those listed in subparagraph [a] above.

3. *Procedure.* If a neighborhood meeting is held by the applicant, whether it is mandatory or voluntary, it shall comply with the following procedures. A record of the meeting including written meeting minutes and a sign-in sheet listing those in attendance shall be provided to the Community Development Department. It is the responsibility of the applicant to notify, in writing, all affected parties, including the Homeowners' Association, if one exists, the appropriate City staff person, and the City Council person for the district the property is located in, of the meeting's date, time, and place.

a. *Time and Place.* The meeting shall be held at a place within the City that is convenient and accessible to neighbors residing in close proximity to the land subject to the application. It shall be scheduled after 6:00 p.m. on a weekday. The meeting shall not occur on the same night as a Planning Commission or City Council meeting.

b. *Mail Notice.* The applicant shall mail notice of the meeting date, time, place and general nature of the development proposal, a minimum of ten days in advance of the meeting, to the Council Member for the City Council District the site is located in, City staff, and all property owners and adjacent neighborhood Home Owner Association's inside a radius of five hundred (500) feet, including property owners that may be located within a different jurisdiction, from the boundary of the proposed development. Documentation of the mailed notice in the form of a stamped mailing list by the local postal office or comparable certification signifying the notice was sent shall be provided to staff for verification.

c. *Posted Notice.* The applicant shall post the property subject to the development application with a sign(s) notice of the neighborhood meeting at least ten days before the date fixed for the meeting. The sign shall be approximately 24"x36" and in a form that is weatherproof and legible to the public without the need to trespass onto to subject property. The notice shall state the time and place of the meeting, summary of the development proposal, and the applicant's contact information for further information. Signs shall be placed, at a minimum, along all public road frontages, with at least one sign located every 500 feet along any one frontage.

d. *Conduct of* Meeting. At the meeting, the applicant shall explain the development proposal and application, inform attendees about the application review process, respond to questions and concerns neighbors raise about the application, propose ways to resolve conflicts and concerns, and note that a written summary of the meeting shall be prepared and made available to the public for response.

e. *Staff Attendance.* City staff shall not be required to attend the neighborhood meeting. If City staff attends the meeting they shall only act as an observer of the proceedings.

f. *Written Summary of* Neighborhood Meeting. The applicant shall submit a written summary of the meeting to City staff at least 14 days after the meeting. The summary shall include a list of meeting attendees, a summary of attendee comments, discussed issues related to the development proposal, note of the opportunity to submit a written response to the summary, and any other information the applicant deems appropriate. The meeting summary shall be included with the application materials and be made available to the public for inspection.

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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 the 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 take effect immediately upon adoption.

____
MAYOR DONALD O. BURNETTE

ATTEST:

____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: ____________________________________
Shannon K. Balmer, Assistant City Attorney

STAFF REPORT
CASE NO. 20-25000006
LDC Amendment/Chapter 3

REQUEST:	To amend Chapter 3 of the Land Development Code (LDC) to add requirements for neighborhood meetings.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (September 24, 2020)
CITY COUNCIL:	October 20, 2020

SUMMARY OF PROPOSED AMENDMENT
The proposed amendment is intended to improve the content of the existing Land Development Code (LDC), as part of an on-going maintenance effort. The proposed amendment provides regulations for neighborhood meetings to be part of the development review process for specific development applications. It will be the responsibility of the developer of a project to schedule and hold the neighborhood meeting.

The purpose of the neighborhood meeting is for a developer of a project and the community to meet in an informal setting to discuss and explain their proposed development project and provide the developer an opportunity to answer questions, hear comments and concerns, and discuss design alternatives to improve compatibility. The neighborhood meeting is intended to benefit both the applicant and the community by initiating early discussion of the project and often the developer can make modifications to address or minimize concerns raised at a neighborhood meeting. Other cities in Volusia County also have similar requirements for neighborhood meetings as part of their development review process.

Over the past few years staff has been able to encourage developers to conduct neighborhood meetings without it being a requirement in the LDC. Developers that held these neighborhood meetings prior to the first public hearing have been able to assist in the community's understanding of the proposed development and address specific concerns raised at the neighborhood meeting. However, many times the developer looks to staff for standards in scheduling the meeting and notifying the community.

The proposed amendment is to provide consistent regulations for noticing, hosting, and summarizing a neighborhood meeting and the type of development proposal a neighborhood meeting is required for. In the proposed amendment, a neighborhood meeting is required after a pre-application meeting with staff and at least 21 days before a development application is reviewed by the Planning Commission (if applicable) or prior to the first resubmittal of a development application if the application does not require public hearings (i.e. site plan). The following development proposals would require a neighborhood meeting to be held

- Comprehensive Plan Future Land Use Amendment for a non-residential or multifamily use adjacent to an existing single-family development.
- Rezoning for a non-residential or multifamily use adjacent to an existing single-family development.
- Site Plan or Subdivision for a non-residential or multifamily use adjacent to an existing single-family development.
- As directed by the Community Development Director based on size and potential impacts of the proposed development to the adjacent properties.

The developer will be required to mail a notice of the meeting date, time, place and general nature of their development proposal, a minimum of ten (10) days in advance of the meeting. Those to be notified will include all property owners and adjacent neighborhood Home Owner Associations' inside a radius of five hundred (500) feet measured from the boundary of the development site, including property owners that may be located within a different jurisdiction, the Council Member for the City Council District the development project is located in, and City staff. The applicant will also be required to post the property with a sign(s) to notice the neighborhood meeting at least ten (10) days before the meeting. The proposed 500-foot notice radius and posting of property were selected to be consistent with current requirements in the LDC as it relates to notices for variances, special exceptions, and conditional uses. After the neighborhood meeting, the developer will be required to submit a summary of the meeting to City staff at least 14 after the meeting.

RECOMMENDATION

Approval of the amendment to Chapter 3 of the Land Development Code, adding requirements for a developer to hold a neighborhood meeting.

Attachments

Exhibit 1 – Proposed LDC Amendments to Chapter 3 (See Ordinance Exhibit)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/4/2020**

Consent item: No

SUBJECT: (E16) Second Reading - Ordinance No. 2020-37 - Amending Chapter 54, Article V, Police Pension Fund, Section 54-139, Internal Revenue Code Compliance

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-37.

SUMMARY: At its quarterly meeting on August 20, 2020, the Port Orange Police Pension Board approved a proposed ordinance bringing its plan document into compliance with recent changes to the Internal Revenue Code pursuant to the SECURE (Setting Every Community Up for Retirement Enhancement) Act (adopted by the U.S. Congress in December 2019). Specifically, the SECURE Act changed the mandatory age for required minimum distributions from 70½ to 72. The law firm of Sugarman & Susskind is rolling out a similar ordinance for all of its retirement plans.

Attached is a copy of the proposed ordinance along with the actuary's statement of no impact to accompany same.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	Ordinance No. 2020-37 - SECURE Act Pension Amendment	Ordinance No. 2020-37 - SECURE Act Pension Amendment.pdf
2.	SECURE Act - Impact Statement	SECURE Act - Impact Statement.pdf

Robin Fenwick Created/Initiated - 10/16/2020

ORDINANCE NO. 2020-37

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, SECTION 54-139, INTERNAL REVENUE CODE COMPLIANCE, TO PROVIDE FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the "City") currently sponsors a Police Pension Fund ("Pension Fund"); and

WHEREAS, the Setting Every Community Up for Retirement Enhancement ("SECURE") Act, signed into law on December 20, 2019, amended the definition of "Required Beginning Date" under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the Plan are necessary to conform the Pension Fund to the requirements of the SECURE Act; and

WHEREAS, the Board of Trustees of the City of Port Orange Police Pension Fund has recommended an amendment to the Pension Fund to comply with the SECURE Act; and

WHEREAS, the trustees of the City of Port Orange Police Pension Fund have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Plan, and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Council deems it to be in the public interest to provide this change to the Pension Fund for its police officers;

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

Section 1. Section 54-139, Internal Revenue Code Compliance, subparagraph (b), *Required beginning date,* of the Port Orange Police Pension Fund is hereby amended as follows:

Sec. 54-139. – Internal Revenue Code Compliance.

* * * * *

(b) *Required beginning date.* Notwithstanding any other provision of the plan, payment of a participant's retirement benefits under the plan shall commence not later than the participant's required beginning date, which is defined as ~~the later of~~:

(1) With regard to distributions required to be made to a participant who reaches age 70 ½ before January 1, 2020: April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or ~~¶~~ April 1 of the calendar year that next follows the calendar year in which the participant retires, whichever is later.

(2) With regard to distributions required to be made on or after January 1, 2020 to a participant who reaches the age of 70 ½ on or after said date: April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 72 years, or April 1 of the calendar year that next follows the calendar year in which the participant retires, whichever is later.

* * * * *

Section 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

<u>Section 3.</u> All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

<u>Section 4.</u> If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

<u>Section 5</u> This ordinance amendment shall take effect upon adoption.

____
MAYOR DONALD O. BURNETTE

ATTEST:

____
Robin L. Fenwick, 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: ________________________________
Matthew J. Jones, City Attorney

FLA

FREIMAN LITTLE ACTUARIES

September 22, 2020

Karan Rounsavall
Pension Administrator
City of Port Orange Police Officers' Pension Fund
3695 Indian River Drive
Cocoa FL 32926

Re: Impact of Proposed Ordinance Regarding Required Beginning Date

Dear Karan:

This letter is being written to provide a statement of no impact with regard to the attached proposed ordinance which modifies the City of Port Orange Police Officers' Pension Fund (the Plan).

Summary of Changes

Proposed changes are summarized in the following.

§	Title	Description
54-139	Internal Revenue Code Compliance.	Subsection (b) modified to reflect change in the "Required beginning date" to April 1 following age 72 for those who reach age 70 ½ on or after January 1, 2020.

Actuarial Impact

The liability of the Plan is not anticipated to be materially affected by this amendment to Plan provisions.

Please let us know if you have any questions or need additional information.

Sincerely,

Chad M. Little, ASA, EA
Partner, Consulting Actuary

RECEIVED
By Rounsavall at 4:48 pm, Sep 22, 2020

4105 SAVANNAHS TRAIL, MERRITT ISLAND, FL, 32953-8607 • OFFICE (321) 453-6542 • FAX (321) 453-6998 • MOBILE (321) 591-8265 • chad@flactuaries.com • www.flactuaries.com

ORDINANCE NO. 2020-____

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, SECTION 54-139, INTERNAL REVENUE CODE COMPLIANCE, TO PROVIDE FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the “City”) currently sponsors a Police Pension Fund (“Pension Fund”); and

WHEREAS, the Setting Every Community Up for Retirement Enhancement (“SECURE”) Act, signed into law on December 20, 2019, amended the definition of “Required Beginning Date” under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the Plan are necessary to conform the Pension Fund to the requirements of the SECURE Act; and

WHEREAS, the Board of Trustees of the City of Port Orange Police Pension Fund has recommended an amendment to the Pension Fund to comply with the SECURE Act; and

WHEREAS, the trustees of the City of Port Orange Police Pension Fund have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Plan, and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Council deems it to be in the public interest to provide this change to the Pension Fund for its police officers;

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

Section 1. Section 54-139, Internal Revenue Code Compliance, subparagraph (b), *Required beginning date,* of the Port Orange Police Pension Fund is hereby amended as follows:

Sec. 54-139. – Internal Revenue Code Compliance.

* * * * *

(b) *Required beginning date.* Notwithstanding any other provision of the plan, payment of a participant's retirement benefits under the plan shall commence not later than the participant's required beginning date, which is defined as ~~the later of~~:

(1) With regard to distributions required to be made to a participant who reaches age 70 ½ before January 1, 2020: April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or ~~¶~~ April 1 of the calendar year that next follows the calendar year in which the participant retires, whichever is later.

(2) With regard to distributions required to be made on or after January 1, 2020 to a participant who reaches the age of 70 ½ on or after said date: April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 72 years, or April 1 of the calendar year that next follows the calendar year in which the participant retires, whichever is later.

* * * * *

Section 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 3. All ordinances or parts of ordinances in conflict with 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, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

Section 5 This ordinance amendment shall take effect upon adoption.

____
MAYOR DONALD O. BURNETTE

ATTEST:

____
Robin L. Fenwick, 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: ________________________________
Matthew J. Jones, City Attorney