



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 4, 2023

AGENDA

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

A. OPENING

1. Silent Invocation
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. March 21, 2023 - City Council Regular Meeting
7. Approval of a Memorandum of Understanding (MOU) with the International Union of Police Associations (IUPA)
8. Approval of a Donation/Exchange Agreement with Port Orange Volleyball
9. Approval of Task Authorization No. 3 with Dredging & Marine Consultants for Dock Repairs and Improvements to the Parking Lot at the Dunlawton Causeway

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

D. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

11. Golf Course Advisory Board Report

F. PUBLIC HEARING

12. Second Reading - Ordinance No. 2023-02 - Amending Chapter 2, Article VI, Division 2, Relating to Purchase and Sale Procedure

G. ADDITIONAL ITEMS

13. City Attorney
14. City Manager

H. COUNCIL COMMITTEE REPORTS

15. City Council Committee Reports
 - a. River to Sea TPO - Vice Mayor Reed Foley

I. 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 ACCOMMODATIONS, 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
MARCH 21, 2023

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 Father Matt Mello from Our Lady of Hope Catholic Church

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Mayor Don Burnette
	Absent:	Vice Mayor Reed Foley
	Also Present:	City Manager, Wayne Clark City Attorney, Matt Jones Assistant City Clerk, Tracee Cody

RECOGNITION AND PROCLAMATIONS

4. Government Finance Professionals Week

Mayor Don Burnette read the proclamation for Government Finance Professional's Week and presented it to John McKinney, Assistant City Manager & Finance Director and Linda Truitt, Assistant Finance Director. He also thanked the Finance team for their hard work, professionalism, and dedication.

5. World Down Syndrome Day

Mayor Don Burnette read the proclamation for World Down Syndrome Day.

City Council recessed at 6:36 p.m. to hold the Town Center CRA meeting, Eastport CRA meeting, and the Annual Corporate meeting, minutes of which are under separate cover.

TOWN CENTER CRA REGULAR MEETING

EASTPORT CRA REGULAR MEETING

ANNUAL CORPORATE MEETING

6. Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board

City Council reconvened at 6:48 p.m.

CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only

Robert Reinhagen, resident, expressed his concerns regarding item #13 due to the quality of the wetlands and being able to prevent flooding.

8. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

9. Approval of Minutes

- a. February 28, 2023 - City Council Workshop
- b. March 7, 2023 - City Council Regular Meeting
- c. March 7, 2023 - Joint Special City Council & Town Center CRA Meeting

10. Resolution No. 23-12 - Deed of Dedication for public purposes along the south side of Herbert Street, adjacent to 1040 Herbert Street

11. Resolution No. 23-13 - Florida Inland Navigation District (FIND) Grant to Design a Day Dock at Riverwalk Park

12. Adoption of Port Orange City Council Local Rules of Procedure (Local Rules) for 2023

13. Release of a Conservation Easement at 1040 Herbert Street

14. Release of a Temporary Drainage, Utilities, Sidewalks, Maintenance and Ingress/Egress/Access Easement at 1040 Herbert Street

15. Approval of Proportionate Fair-Share Agreement for the Villa Nova Townhomes Site Plan (Case No. 21-80000005)

16. Approval of Proportionate Fair-Share Agreement for the Del Taco Site Plan (Case No. 22-80000011)

Motion to approve the Consent Agenda as presented was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

17. Comments/Concerns from Council Members

Councilman Tracy Grubbs voiced his concerns as well regarding item #13 due to the quality of the wetlands and being able to prevent flooding.

Mayor Burnette would like a Council member to be appointed to the ArtHaus and First Step Shelter committees that were left vacant since Kat Atwood's resignation.

Councilman Scott Stiltner made a motion to temporarily appoint Mayor Don Burnette to the First Step Shelter committee until April 18, 2023 which was seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

A representative for ArtHaus will be appointed at the April 18, 2023 meeting along with a re-appointment for First Step.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

18. Citizen Advisory Committee for TPO

Bobby Call, member of CAC for TPO, provided an update.

PUBLIC HEARING

19. First Reading - Ordinance No. 2023-02 - Amending Chapter 2, Article VI, Division 2, Relating to Purchase and Sale Procedure

Mayor Don Burnette read Ordinance No. 2023-02.

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, RELATING TO THE PURCHASE AND SALE PROCEDURE AND CONTENTS THEREOF; AMENDING SECTION 2-261 RELATING TO THE PETTY CASH FUND TO INCREASE THE PETTY CASH OPERATING AMOUNT AND PLACE THE PETTY CASH FUND UNDER THE FINANCE DEPARTMENT; AMENDING SECTION 2-262 RELATING TO PURCHASE AND SALES PROCEDURES TO UPDATE THE

DOLLAR THRESHOLDS FOR THE VARIOUS METHODS OF PROCUREMENT AND TO CLARIFY THE CITY MANAGER'S PURCHASE AUTHORITY; AMENDING SECTION 2-267 RELATING TO BIDDING REQUIREMENTS TO UPDATE THE LIST OF EXEMPTIONS FROM THE FORMAL COMPETITIVE SOLICITATION PROCESS; AMENDING SECTION 2-269 RELATING TO PERFORMANCE AND PAYMENT BONDS TO RAISE THE THRESHOLD FOR WAIVER THAT MAY BE EXERCISED BY THE CITY MANAGER; AMENDING SECTION 2-275 RELATING TO LOCAL PURCHASING PREFERENCE TO LIMIT LOCAL PREFERENCE TO TIE BREAKERS ONLY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING AN EFFECTIVE DATE.

Jonathan McKinney, Assistant City Manager/Finance Director, provided further details of the proposed Ordinance.

Motion to adopt Ordinance No. 2023-02 on first reading was made by Councilman Drew Bastian and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

20. City Attorney

There was nothing further.

21. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. Roundtable of Elected Officials - Mayor Don Burnette

Mayor Burnette provided details from their recent meeting.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette

Mayor Burnette invited Kim Dillon from the Chamber to provide information on upcoming events.

ADJOURNMENT – 7:11 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/4/2023

SUBJECT: (B7) Approval of a Memorandum of Understanding (MOU) with the International Union of Police Associations (IUPA)

DEPARTMENT: Finance

GOAL: 1 - Public Safety
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve a Memorandum of Understanding (MOU) with the International Union of Police Associations (IUPA).

SUMMARY: The current International Union of Police Associations (IUPA) Collective Bargaining Agreement (CBA) is a two-year agreement that expires on 09/30/2023. In March 2022, staff opened negotiations on Article 28 - wages and two (2) mutually agreed re-openers as part of the Fiscal Year 2023 for negotiation.

Article 28 - Wages was agreed to previously by Memorandum of Understanding approved on November 16. IUPA and the City's bargaining team agreed to forgo all other articles that were to be a part of the current contract that expires on 09/30/2023 if the City considered a line-of-duty death pension benefit. This will be made a part of Article 5 Police Pension Fund Sections 54-122, Definitions and 54-132 Benefits Payable in the Event of a Participant Killed in the Line of Duty.

On 02/8/2023, the City received notification that IUPA members voted in favor of the negotiated Memorandum of Understanding (MOU) to the Collective Bargaining Agreement that was tentatively agreed to by the City's bargaining team. The MOU was ratified by Coastal Florida Police Benevolent Association Lieutenants on February 28, 2023. Ratification was required because the pension ordinance change will impact a pension benefit shared by both IUPA and PBALT members.

If the MOU is approved by Council, staff will bring the required ordinance change at a later date after the actuary for the plan has provided an updated impact statement.

Below is a summary of changes that were agreed to for this ordinance:

Section 54-122 - Definition. This section defines what a domestic partner and participant are for the benefit of the police pension plan. A domestic partner means any person, other than a spouse or child, who resides with the participant in a dwelling unit as if a family at the time of the participant's death; or who is the mother or father of a child in common with the participant.

Section 54-132.5 - Benefits Payable in the Event of a Participant Killed in the Line of Duty. This provides clarification of the Line of Duty Death benefit for the spouse, domestic partner, and surviving children. Explains how monthly payments are payable to a surviving spouse or domestic partner. If a surviving spouse or domestic partner passes, it is explained how the benefit is to be divided amongst the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

PRESENTER: John McKinney

ATTACHMENTS:

1.	MOU IUPA LODD Benefit	MOU IUPA LODD Benefit.pdf
----	-----------------------	---------------------------

John McKinney	Created/Initiated - 3/7/2023
John McKinney	Approved - 3/7/2023
John McKinney	Approved - 3/7/2023
Matthew Jones	Approved - 3/20/2023
Wayne Clark	Approved - 3/23/2023
Tracee Cody	Final Approval - 3/24/2023

MEMORANDUM OF
UNDERSTANDING BETWEEN THE
CITY OF PORT ORANGE AND THE
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS
PERC CERTIFICATION #1983

RATIFIED BY THE COASTAL
FLORIDA POLICE BENEVOLENT
ASSOCIATION LIEUTENANTS, PERC
CERTIFICATION #5561

This Memorandum of Understanding ("MOU") is entered into, as a result of contract negotiations between the International Union of Police Associations - PERC Certification #1983 ("Association") and the City of Port Orange ("City"), herein collectively referred to as (the "parties"), and provides for a new line-of-duty death pension benefit by amendment to the City of Port Orange Ordinance Chapter 54, Article V, Police Pension Fund ("Pension Ordinance"). The Coastal Florida Police Benevolent Association Lieutenants, PERC Certification #5561 ("PBALT"), has reviewed and ratified the proposed amendment to the Pension Ordinance.

1. The parties agree that the Pension Ordinance should be amended to create a line-of-duty death pension benefit, which will become effective upon adoption of the attached ordinance amendment (Ex. A) by City Council.

2. The PBALT has reviewed and ratified the attached proposed amendment to the Pension Ordinance.

3. All terms and conditions set forth in the collective bargaining agreement shall remain in full force and effect.

This MOU shall become effective upon ratification by the Union members, upon ratification of the PBALT, approval by the City, and execution by both parties.

[SIGNATURE PAGES TO FOLLOW]

EXHIBIT "A"

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, ADDING A NEW DEFINITION FOR "DOMESTIC PARTNER" AND ADDING "PARTICIPANT" TO THE DEFINITION OF POLICE OFFICER; CREATING A NEW SECTION 54-132.5, BENEFITS PAYABLE IN THE EVENT OF A PARTICIPANT KILLED IN THE LINE OF DUTY; 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, Section 54-132 of the City Code currently provides for pre-retirement survivor benefits; and

WHEREAS, the police pension board has requested that a line of duty death benefit be provided for a participant who is killed in the line of duty, similar to the benefit provided for special risk members of the Florida Retirement System who are killed in the line of duty; and

WHEREAS, the City and the Port Orange Police Association, I.U.P.A. Local 6051 have agreed that the Port Orange Police Pension Fund should be amended to provide a line of duty death benefit for a participant who is killed in the line of duty, similar to the benefit provided for special risk members of the Florida Retirement System who are killed in the line of duty; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, the City Council deems it to be in the public interest to make this change to the Pension Fund.

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

SECTION 1: Section 54-122, Definitions, of the Port Orange Police Pension Fund is hereby amended as follows:

Sec. 54-122. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[...]

Domestic partner means any person, other than a spouse or child, who resides with the participant in a dwelling unit as if a family at the time of the participant's death; or who is the mother or father of a child in common with the participant.

[...]

Police officer or participant means any person employed full-time by the city who satisfies the definition of police officer in F.S. §185.02(146).

[...]

SECTION 2. A new Section 54-132.5, Benefits Payable in the Event of a Participant Killed in the Line of Duty, is hereby created to read as follows:

Sec. 54-132.5 – Benefits Payable in the Event of a Participant Killed in the Line of Duty.

(a) The surviving spouse of any participant killed in the line of duty may, in lieu of the benefits provided in Section 54-132, elect to receive a monthly pension equal to 100% of the monthly salary being received by the participant at the time of death for the rest of the surviving spouse's lifetime. For the purpose of this Section, killed in the line of duty means a death that arises out of and in the actual

performance of duty required by the participant's employment as a city police officer and occurs during regularly scheduled working hours or irregular working hours, as required by the city. The city will require sufficient documentation to determine whether a death meets these criteria. For the purpose of this section, monthly salary means the total salary received by the participant during the most recent 12 months of full-time employment as a police officer divided by 12, excluding any overtime or lump sum payments, preceding the date the participant is killed in the line of duty.

(b) If the surviving spouse of a participant killed in the line of duty dies, the monthly payments that would have been payable to such surviving spouse had such surviving spouse lived shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(c) If a participant is unmarried, the participant may elect to designate a domestic partner to receive a survivor benefit. The designated domestic partner of any participant killed in the line of duty may, in lieu of the benefits provided in Section 54-132, elect to receive a monthly pension equal to 100% of the monthly salary being received by the participant at the time of death for a period of ten (10) years from the date the participant is killed in the line of duty. The designation of a domestic partner shall be made in writing and shall be submitted to the board of trustees. After the ten (10) year period, the monthly payments that would have been payable to such designated domestic partner had the ten (10) year period not expired shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(d) If a participant killed in the line of duty leaves no surviving spouse and has not designated a domestic partner but is survived by a child or children under 18 years of age, the benefit provided by subsection (a) normally payable to a surviving spouse, shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(e) The election by a surviving spouse, designated domestic partner, surviving child or children to receive any of the benefits set forth in this section shall prevent any designated beneficiary from receiving those benefits otherwise available in Section 54-132.

SECTION 3. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. 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 6. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2023.

Passed and adopted on second and final reading on the _____ day of _____, 2023.

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

[CA-7984]

INTERNATIONAL ASSOCIATION OF POLICE ASSOCIATIONS LOCAL 6051,
PERC CERTIFICATION #1983, FLA:


Date: 3/7/2023

POPA LOCAL 6051 IUPA, Unit Representation

RATIFIED BY COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
LIEUTENANTS, PERC CERTIFICATION #5561, PBA, FLA :

LT. WE. CAMMAY +3704
Date: 2/28/2023

CFPBALT, Unit Representation

CITY OF PORT ORANGE, FLORIDA

Date: _____

Don Burnette, Mayor

Attest:

Robin Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/4/2023

SUBJECT: (B8) Approval of a Donation/Exchange Agreement with Port Orange Volleyball

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve a Donation/Exchange Agreement with Port Orange Volleyball (POV).

SUMMARY: The Parks and Recreation Department is in need of new volleyball equipment to be used at the REC Center. The existing equipment is extremely old and worn. Port Orange Volleyball Club (POV) has agreed to purchase new equipment in lieu of payment of their annual Parks and Recreation Partner fee. The following will outline the details of the donation/exchange agreement:

POV will be purchasing the Gared Rallyline 3.5" OD Volleyball System (picture and invoice attached) at a cost of \$9,489.97. POV currently pays an annual fee of \$6,866 for the use of Parks and Recreation facilities for their volleyball program. In exchange for the purchase, the City of Port Orange will be providing a credit of \$9,489.97 to be used towards Parks and Recreation Partner Fees incurred by POV. This is in line with other donation/exchange agreements we have had with other Parks and Recreation Partners.

Once the equipment is purchased and accepted, it becomes the property of the City of Port Orange.

Per Resolution No.15-31 any exchange agreement extending beyond one year in duration requires City Council approval.

An agreement is included for review and consideration.

PRESENTER: Peter Ferreira

ATTACHMENTS:

1.	POV Donation Exchange Agreement 2023 - w Ex. A	POV Donation Exchange Agreement 2023 - w Ex. A.pdf
2.	City of Port Orange - Quote_Gared	City of Port Orange - Quote_Gared

	Rallyline 3.5 Inch Sys.- Updated	Rallyline 3.5 Inch Sys.- Updated.pdf
3.	Gared Rallyline 3.5 Inch Spec Sheet	Gared Rallyline 3.5 Inch Spec Sheet.pdf
4.	Resolution 15-31 Exchange Executed	Resolution 15-31 Exchange Executed.pdf

Peter Ferreira	Created/Initiated - 3/9/2023
Susan Lovallo	Approved - 3/10/2023
John McKinney	Approved - 3/14/2023
Matthew Jones	Approved - 3/23/2023
Wayne Clark	Approved - 3/23/2023
Tracee Cody	Final Approval - 3/24/2023



CITY OF PORT ORANGE DONATION EXCHANGE TRANSACTION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2023, by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the “City”) and **DAYTONA BEACH SPORTS CLUB, INC.**, a Florida nonprofit corporation, **D/B/A PORT ORANGE VOLLEYBALL**, whose principal address is 5633 Devon Street, Port Orange, Florida 32127 (the “Donor”). The City and the Donor are hereinafter collectively referred to as the “Parties.”

WHEREAS, the Donor provides for organized youth athletic activities for the city’s residents; and

WHEREAS, the City owns and maintains the gymnasium located within the City Center Municipal Complex at 1000 City Center Circle, Port Orange, Florida, commonly known as the “REC”; and

WHEREAS, the Donor has offered to purchase a new netting system for volleyball and in exchange requests a credit towards parks and recreation partner fees up to the value of the donation pursuant to Resolution 15-31, and as more specifically described herein; and

WHEREAS, the City Council has determined that this Agreement is in the best interest of the citizens of Port Orange.

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement shall be for a period of two (2) years, commencing on the date this Agreement is executed by the last authorized signature and continuing until April 30, 2025.

2. For and in consideration of the donation of one Scholastic Volleyball System, Model 6000 (as fully described in the specification sheet attached hereto as **Ex. “A”**) valued at (\$9,489.97) to be delivered to the City within (30) days of the effective date of this Agreement, the City, upon acceptance of the donation, agrees to grant the Association a credit of equal value which may be used towards the payment of annual

parks and recreation partner fees, currently set at a rate of Six Thousand Eight Hundred Sixty-Six Dollars (\$6,866.00) for year-round activities. The credit shall first be applied to the remaining balance owed by the Donor for fiscal year 2023 of One Thousand Four Hundred Thirty-Three Dollars (\$1,433.00). The credit will then be applied against the fiscal year 2024 parks and recreation partner fee. Finally, the remaining credit, if any, will be applied to offset the fiscal year 2025 parks and recreation partner fee. The Donor shall be responsible for any increase in annual parks and recreation partner fees. Upon depletion of the credited amount or expiration of this Agreement, whichever occurs first, the City shall invoice the Donor for any shortfall.

3. Any and all proposed goods shall be reviewed and approved by the City prior to the acceptance. All goods, once accepted by the City, shall become the sole, exclusive property of the City.

4. The Donor shall maintain its status as a parks and recreation partner by executing and/or extending the parks and recreation partner agreement. The parks and recreation partner agreement shall become a part of this Agreement as if entered into contemporaneously herewith. Failure to do so shall constitute a material breach of this Agreement. In the event of a conflict between the terms of this Agreement and the parks and recreation partner agreement, this Agreement shall control.

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

6. Examination of Records. The Donor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after the termination of this Agreement, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Donor involving transactions relating to this Agreement. The period of access for records, books, documents and papers which may relate to any arbitration, litigation, or other settlement of claims arising out of the

performance of this Agreement shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

7. Public Records Compliance: The Donor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Donor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Failure on the part of the Donor to comply with public records laws shall constitute a breach of this Agreement.

8. Assignability of Agreement. Neither this Agreement, nor any part hereof, may be assigned by the Donor to any other party without the express written approval of the City Council.

9. Contract Administration. The Parks and Recreation Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

The Donor shall submit a full written report to the Risk Manager and Parks and Recreation Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

11. Non-discrimination. During the performance of this Contract, the Donor agrees as follows:

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

b. The Donor shall state in all solicitations or advertisements for employees placed by or on behalf of the Donor that the Donor is an equal opportunity employer.

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

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

13. Notice. For the purposes of this Agreement, notices shall be sent as follows:

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

Copy to: City of Port Orange
Attention: Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5850

Donor: Daytona Beach Sports Club, Inc.
Attention: Lauren Valle
5633 Devon Street
Port Orange, Florida 32127
(407) 383-9954

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

14. Contract Construction. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Donor and the City until this Agreement is properly executed by each party.

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

Witnesses:

DAYTONA BEACH SPORTS CLUB, INC.
d/b/a Port Orange Volleyball

Printed Name: _____

By: _____
Lauren Valle, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, in person, this ____ day of _____, 20__, by Lauren Valle, as President of Daytona Beach Sports Club, Inc., a Florida nonprofit corporation, d/b/a Port Orange Volleyball, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

:

[CA 8085]



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

EXHIBIT "A"

Quote

Quote #: 21438033
Purchase Order #: Gared Rallyline 3.5" Sys,
Cart Name:
Quote Date: 02/17/2023
Quote Valid-to: 03/13/2023
Payment Terms: NT30
Ship Via:
Ordered By: Coach Valle

==

—

Contact Your Rep

Alex Martinez Email:amartinez@bsnsports.com | Phone:972-406-7113 x67113

Sold to
1149679
CITY OF PORT ORANGE
Parks & Recreation Building
1395 Dunlawton Ave.
PORT ORANGE FL 32129

Ship To
1149679
CITY OF PORT ORANGE
Parks & Recreation Building
1395 Dunlawton Ave.
PORT ORANGE FL 32129

Payer
1061277
City of Port Orange
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129-4144
USA

Item Description	Qty	Unit Price	Total
Gared Rallyline 3.5" OD Sys. w/o Sleeves Item # - NSPHG	3 EA	\$ 3,079.99	\$ 9,239.97

Subtotal:	\$9,239.97
Other:	\$0.00
Freight:	\$250.00
Sales Tax:	\$0.00
Order Total:	\$9,489.97
Payment/Credit Applied:	\$0.00
Order Total:	\$9,489.97

Quotation Notes:

- 3.5" OD aluminum upright posts
- Telescopic Adjustment w pin-lock mechanism
- Includes: ratchet winch, net and post pads
- Ground sleeves and floor plate not included
- Judges stand sold separately



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Quote

Quote #: 21438033
Purchase Order #: Gared Rallyline 3.5" Sys,
Cart Name:
Quote Date: 02/17/2023
Quote Valid-to: 03/13/2023
Payment Terms: NT30
Ship Via:
Ordered By: Coach Valle

==

Contact Your Rep

Alex Martinez Email:amartinez@bsnsports.com | Phone:**972-406-7113 x67113**

Sold to
1149679
CITY OF PORT ORANGE
Parks & Recreation Building
1395 Dunlawton Ave.
PORT ORANGE FL 32129

Ship To
1149679
CITY OF PORT ORANGE
Parks & Recreation Building
1395 Dunlawton Ave.
PORT ORANGE FL 32129

Payer
1061277
City of Port Orange
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129-4144
USA

Item Description	Qty	Unit Price	Total
Gared Rallyline 3.5" OD Sys. w/o Sleeves Item # - NSPHG	3 EA	\$ 3,079.99	\$ 9,239.97

Subtotal: \$9,239.97

Other: \$0.00

Freight: \$250.00

Sales Tax: \$0.00

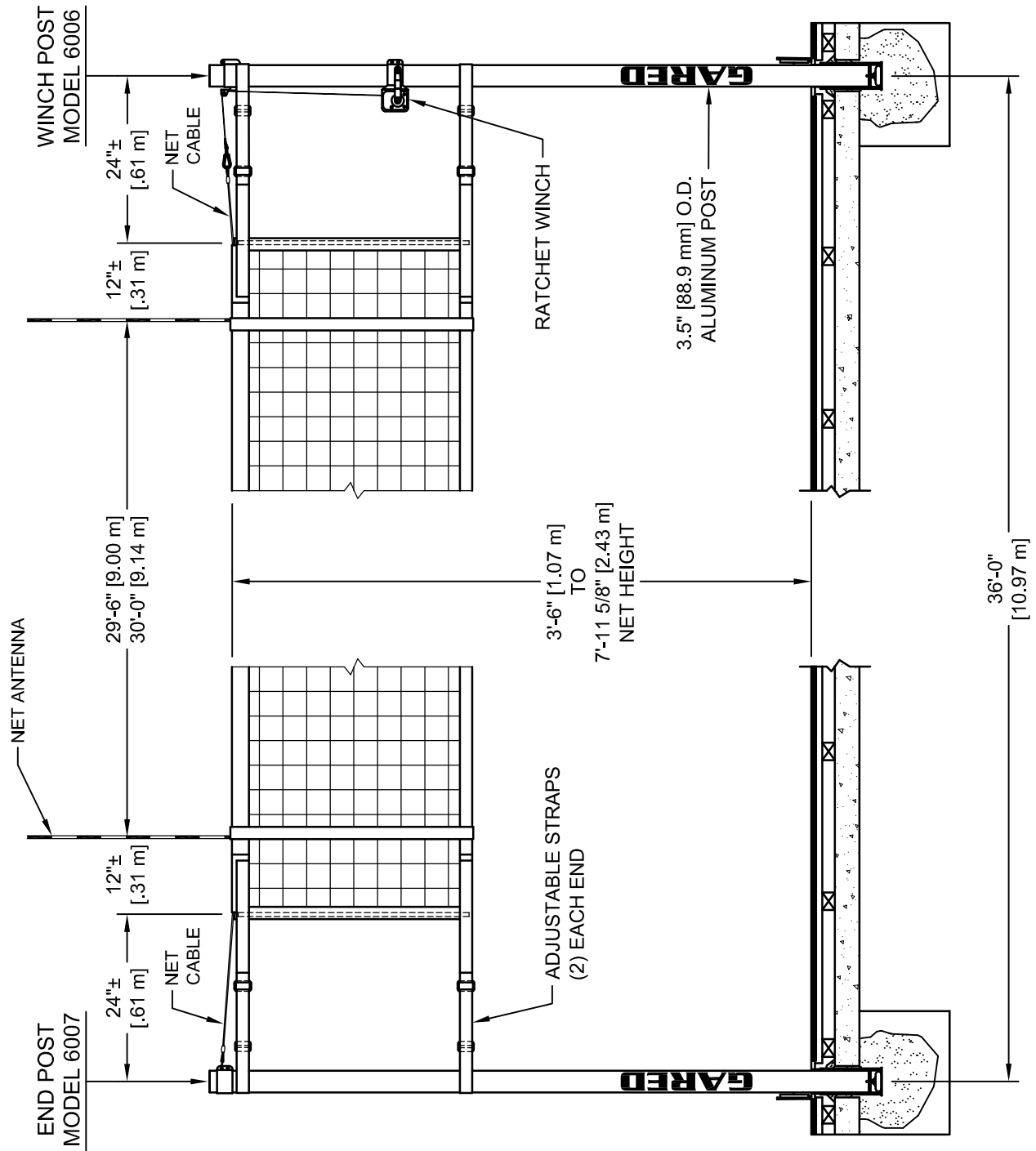
Order Total: \$9,489.97

Payment/Credit Applied: \$0.00

Order Total: \$9,489.97

Quotation Notes:

- 3.5" OD aluminum upright posts
- Telescopic Adjustment w pin-lock mechanism
- Includes: ratchet winch, net and post pads
- Ground sleeves and floor plate not included
- Judges stand sold separately



REVISION		
REV.	DATE	BY
A	01/05/04	MDL
B	01/22/04	MDL
C	04/28/05	ATS
D	06/02/08	RWP
E	06/09/09	RWP
F	04/24/14	WDC



Gared Holdings, LLC
 9200 E. 146th St. Noblesville, IN 46060
 Page 29 of

THIS DOCUMENT CONTAINS TRADE SECRET AND OTHER MATERIALS WHICH ARE PROTECTED BY CONFIDENTIALITY NOTICE AND AGREEMENT AND BY COPYRIGHT. ANY USE OR COPYING OF THIS DOCUMENT EXCEPT AS AUTHORIZED BY GARED HOLDINGS, LLC IS STRICTLY PROHIBITED.

SCHOLASTIC VOLLEYBALL SYSTEM - 1 COURT

DRAWN	LEWIS	DATE	12/18/03	MATERIAL	N/A
APPROVED	JJC	DATE	12/18/03	FINISH	N/A
FILE LOC. Q:\Final Release\Specifications				DWG. NO.	6000
SIZE	SCALE	SHT. NO.	PART NO.	REV	
A	NONE	1 OF 1		F	

6000



MODEL 6000

SCHOLASTIC VOLLEYBALL SYSTEM

RECOMMENDED APPLICATION

Top quality unit for use in facilities requiring product for multi-use functions. Meets all grade school, middle school, YMCA, club, USVBA, NFHS, and NCAA requirements for competitive play.

FLOOR SLEEVES AND COVER PLATES

Please refer to attached specification

UPRIGHTS

Upright Post shall be lightweight high strength 3 ½" O.D. aluminum. Finish shall be gray anodize. Uprights shall be removable type designed for use with below floor sleeves or above floor T-bases. Uprights shall be provided with adjustable high impact rubber foot to protect finished floors and to allow for additional precise net height adjustment. The upright post will have infinite net height adjustment for Men's, Women's, Tennis, and Badminton heights.

NET TENSIONER (WINCH)

The net tensioner shall incorporate a heavy duty, self-locking ratchet mechanism with a compression clutch brake type release. A high tensile nylon strap will be used with the winch to achieve required net tension.

NET

Net features include 5/8" diameter fiberglass dowel and 4" square black nylon mesh (250-lbs tensile strength) for excellent performance and durability. Free floating net along 1/8" diameter steel 7 x 19 cable (1,760-lbs. Minimum breaking strength) allows for quick and easy centering of net about the court lines. Nylon straps with metallic clips are used to secure net in place. Net shall be 32' length and 39" width. Net perimeter shall have a 2" wide vinyl coated polyester hem that is double stitched. Net meets or exceeds all requirements for most levels of competition.

UPRIGHT PADS

Upright safety pads shall be one single piece 72" in height. Padding shall be constructed with 1 1/2" thick cross-linked polyethylene closed cell foam covered with 14-ounce nylon reinforced vinyl. Attachment to uprights shall be with Velcro® straps. Standard Colors are: white, yellow, orange, red, kelly green, forest green, royal blue, marine blue, navy blue, gray, black, maroon, beige, and purple.

NET ANTENNA AND TAPE

Net antenna shall be 3/8" diameter fiberglass rods 72" long with alternating red and white bands. Net tape shall be white nylon reinforced vinyl 2 ½" wide with full-length pocket to accept the antenna. Attachment to net shall be full-length quick action Velcro® closures.

AVAILABLE OPTIONS

Center Post Uprights for multi-court applications

Referee Stand with optional padding

Storage Cart

Subject to design change and current manufacturing practices.
Revised April 24, 2014 ©2008 Gared Holdings, LLC

RESOLUTION NO. 15-31

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REPLACING AND SUPERSEDING RESOLUTION 11-5 REGARDING ACCEPTANCE OF DONATIONS; ESTABLISHING POLICY PROVIDING FOR CREDIT FOR CO-SPONSORSHIP GROUPS AND CLUBS IN EXCHANGE FOR PUBLIC IMPROVEMENTS TO RECREATIONAL FACILITIES; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department finds it necessary to establish criteria and guidelines for accepting cash, material, and labor as donations or otherwise; and

WHEREAS, the City Council has decided to give credit for public improvements made to parks and recreation facilities on a dollar-for-dollar basis towards certain parks and recreation fees in order to encourage co-sponsorship groups and clubs to invest in the parks and recreation facilities; and

WHEREAS, the facility improvements shall benefit all parks and recreation programs; and

WHEREAS, Section 50-34 of the City of Port Orange Code of Ordinances provides that the City Council may, by resolution, establish rental fees and charges for recreation facilities and equipment.

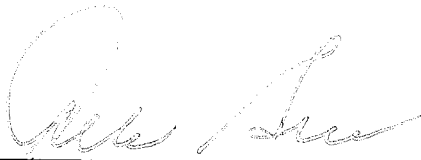
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City of Port Orange hereby adopts the Parks and Recreation Donation Acceptance and Exchange Agreement Policy, attached as **Exhibit "A."**

SECTION 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. This resolution expressly supersedes Resolution 11-5.

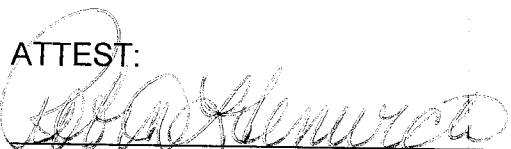
SECTION 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions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

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



MAYOR ALLEN GREEN

ATTEST:



Robin L. Fenwick, CMC, City Clerk

Adopted on the 2 day of June, 2015

Reviewed and Approved: 

Assist. City Attorney

EXHIBIT "A"

Parks and Recreation Donation Acceptance and Exchange Agreement Policy

The Purpose of this policy is to provide standard procedures for the Parks and Recreation Department to accept and account for donations and exchanges.

Definitions

Cash Donation – Cash given to the City for a specific purpose.

Material Donation – A product or service donated to the City.

Exchange Transaction (Trades) – Cash, material, and/or labor given to the City in exchange for credit towards applicable parks and recreation fees. Trades may be for credit towards applicable fees, sponsorships, recognitions, or services.

Statement of Policy

Applicability

The provisions of this policy apply directly to the Parks and Recreation Department.

Procedure

In accordance with the adopted policy, the City Manager or his designee shall have the authority to accept donations on behalf of the City for use by the Parks and Recreation Department for purposes including, but not limited to, scholarships, fee waivers, park improvements, and sponsorships in a value of \$10,000 or less. Any donation that exceeds \$10,000 in value or requires an exchange agreement extending beyond one year in duration will require City Council approval.

The Parks and Recreation Director shall maintain a current database of all donations and trades along with the date of acceptance and corresponding values and shall provide the Finance Director with annual updates. Value of items received in trade shall be verified in any reasonable, responsible manner, usually with a reliable, unrelated, third party source. Notice will be provided to the Finance Department immediately upon receipt of capital items identifying: date item received; verified fair value at time of receipt; location of the item to be used in City Operations; defects or contingencies associated with the item, if any; and purpose and intended use of the traded item.

Any co-sponsorship group or club seeking an exchange transaction shall be required to enter into a written agreement with City prepared by the City Attorney's Office. The agreement shall detail the cash, material and/or labor to be granted to the City in exchange for credit towards applicable parks and recreation fees on a dollar-for-dollar

basis; however, no such agreement shall extend beyond a term of thirty (30) years. The parks and recreation fees in place as of the effective date of the agreement shall not be increased for a period of (5) years, as applied to the group or club entering the agreement. The City Attorney's Office may include such other terms and conditions as are deemed reasonably necessary to protect the City and to comply with federal, state, and local laws.

As required by generally accepted accounting practices, all donations and exchange transactions received will be recorded as revenue. After notification of the donation and/or trade material receipt, the Finance department will prepare a budget resolution to appropriate the revenue and corresponding expense. The Parks and Recreation department will not expend donated funds or provide exchange transactions until the budget appropriation has occurred. For donated cash and materials the Parks and Recreation department will provide a written acknowledgment to the donor.

Annually, the City Manager shall report to the City Council all donations received during the City's fiscal year.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/4/2023

SUBJECT: (B9) Approval of Task Authorization No. 3 with Dredging & Marine Consultants for Dock Repairs and Improvements to the Parking Lot at the Dunlawton Causeway

DEPARTMENT: Parks & Recreation

GOAL: Organizational Excellence

RECOMMENDED MOTION: Move to approve Task Authorization No. 3 with Dredging & Marine Consultants (DMC) to repair the docks and improve the parking lot at the Dunlawton Causeway.

SUMMARY: The southside boat ramps at Causeway Park were damaged during Hurricane Ian and need to be replaced. Improvements to the parking lot in this general area are also needed and are scheduled in the annual Capital Improvement Plan (CIP). The Parks & Recreation and Public Works departments believe it makes fiscal sense to run the two projects together. Dredging and Marine Consultants (DMC) has an existing contract with the City for engineering, design, and permitting services to be managed by Parks & Recreation. The departments are requesting approval for Task Authorization No. 3 to the contract for these services for an amount not to exceed \$115,710.00.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	DMC Task Authorization No 3 - Causeway Parking & Boat Ramp Improvements	DMC Task Authorization No 3 - Causeway Parking & Boat Ramp Improvements.pdf
2.	DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 02.14.2020	DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 02.14.2020.pdf
3.	DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 Renewal Form 02.14.22	DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 Renewal Form 02.14.22.pdf
4.	CA5672 2022-2024 DMC Renewal	CA5672 2022-2024 DMC Renewal.pdf
5.	DMC Proposal for Causeway Parking & Boat Ramp Improvements	DMC Proposal for Causeway Parking & Boat Ramp Improvements.pdf

Jennifer Cox	Created/Initiated - 2/15/2023
Susan Lovallo	Approved - 2/15/2023
Jill Poolman	Approved - 2/15/2023
John McKinney	Approved - 2/17/2023
Matthew Jones	Approved - 3/22/2023
Wayne Clark	Approved - 3/23/2023
Tracee Cody	Final Approval - 3/24/2023

TASK AUTHORIZATION NO. 3
Master Contract for Engineering Services dated February 14, 2017
Between the City of Port Orange, Florida and Dredging & Marine Consultants, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DREDGING & MARINE CONSULTANTS, LLC**, a Florida corporation with its principal place of business at 4643 South Clyde Morris Boulevard, Unit 302, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated February 14, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:

Name: Susan Lovallo, Parks and Recreation Director
Address: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
Phone: (386) 506-5852
E-Mail: slovallo@port-orange.org
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Causeway Park South Parking and Boat Ramp Improvements Engineering Design, Permitting, Bidding and Construction Management, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Exhibit "1."
4. Services to be provided herein shall be completed within 365 days from the date of written Notice to Proceed issued by the City to the Contractor.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$115,710.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

DREDGING & MARINE CONSULTANTS, LLC

Printed Name: _____

By: _____

Shailesh K. Patel, Managing Member

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

[CA 5672]

EXHIBIT “1”

Contractor's Quote

Consisting of 2 Pages

February 6, 2023

Susan Lovallo
Parks and Recreation Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**RE: Causeway Park South Parking and Boat Ramp Improvements
Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design, permitting, bidding and construction management services for improvements to the causeway southern boat ramp facility under the Dunlawton Bridge. Improvements will be made to parking, drainage, boat launch efficiency, dockage for safer access, and ramp slope.

Scope of Services: DMC will assist with the following services as indicated in the tasks below.

Task 1: Field Investigations – DMC will coordinate a current survey of the site and launch area in the water to determine current depths. This will assist in determining any sediment removal, if required, and potentially improving the boat ramp launch slopes. Up to two Standard Penetration Test borings to a depth of 40 feet will be completed for embedment of the floating system piles. DMC will also visit the site during weekends to observe the use of the launch at peak times to address improvements to the turn areas for launch and boat sizes that utilize this facility.

Task 2: Engineering Design – Site visits in Task 1 will be used to determine further improvements so that boaters can launch efficiently at this heavily utilized launch facility. We will review the current ramp slope and if possible, increase the slope or consider two slopes to improve floatation during conversion from the current fixed accessory wood docks to a full floating system. Our design considerations will include improving the parking, drainage, boat launch efficiency, dockage for safer access, and ramp slope. DMC will take into account cost-effective alternative materials that could offer the City a more sustainable and facility.

Task 3: Permitting – DMC will submit and secure both Florida Department of Environmental protection and the U.S. Army Corps of Engineers permits. DMC will communicate with the agencies to efficiently submit and secure permits. DMC will prepare all the necessary data and tables along with responding to all Requests or Additional Information. This task does not include any permit fees. Permit fees will be paid by the client and DMC will assist the city with this aspect, as required.

Task 4: Bidding Assistance & Construction Management - DMC will assist the City's procurement department with bid preparation and advertisement of this project. DMC will attend the pre-bid meeting and assist with addendum preparation by responding to any request for additional information, clarification questions submitted with regards to the plans and specifications by the contractors. DMC will also assist City with bid tabulation, reference checks and contractor recommendation, as may be needed. Once a contractor has been selected for project construction, DMC will provide construction management services until project completion. DMC will:

- Coordinate and attend the pre-construction meeting.
- Review of emergency and safety plans, including Maintenance of Traffic plan, if required.
- Review of shop drawings, product information sheets, logs, geotechnical testing results and other required submittals, as applicable.

- Field verification of products and materials.
- Conducting routine site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and weekly field activity reports. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution. This is not a full-time inspection as City requires other firms for this requirement.
- Review of pay applications submitted by the contractor and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications, if required.
- Review red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction.
- Schedule a project walkthrough when the contractor has determined the project to be substantially complete and will generate a punch-list of items to be addressed by the contractor before the project can be accepted as fully complete.
- Assist with securing documents for Release of Liens
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to appropriate regulatory agencies.

Budget: DMC proposes to perform the above services, including expenses, for a Lump Sum fee not to exceed \$115,710.00. DMC will invoice the Client monthly for services rendered.

Task 1 – Field Investigations: \$19,660.00

Task 2 – Engineering Design: \$34,860.00

Task 3 – Permitting: \$18,410.00

Task 4 – Bidding Assistance & Construction Management: \$42,780.00

Schedule: DMC approximates 8 months to complete all design and permitting work. It is possible that delays may arise in the permitting process, however DMC will assist in expediting permitting responses. Task 4 will likely require one year based on City funding availability.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging & Marine Consultants, LLC



Shailesh K. Patel
Senior Project Manager



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 14th day of February, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DREDGING & MARINE CONSULTANTS, L.L.C.** ("Contractor" or "Engineer"), a Florida limited liability corporation, whose principal address is 4643 South Clyde Morris Boulevard, Unit 302, Port Orange, Florida 32129 (collectively "the Parties").

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

1. Provision of Services. These services shall be performed in accordance with Request for Statement of Qualifications No. 16-32 ("RFSQ 16-32") and Engineer's proposal in response thereto. A true and correct copy of RFSQ 16-32 and Engineer's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange.

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

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

- (6) Leading project meetings, preparing and distributing meeting minutes
- (7) Projects may include City of Port Orange existing or proposed sites which require evaluation and/or site design for facilities with uses including Parks and Recreation, Fire and Police, flood control and/or stormwater treatment. Projects may also include review of development projects, traffic simulation/operations analysis models such as HCS, ARTPLAN, SYNCHRO, CUBE, and CFRPM, Traffic Impact Analysis creation and review, signal timing, traffic calming, intersection analyses, traffic improvement justification reports, Traffic Impact Analysis Methodology review, conducting traffic counts, creation and review of roadway classification and Level of Service (LOS) capacity reports.
- (8) Plans will be drawn in AutoCAD format unless otherwise directed.
- (9) All documents resulting from any project performed hereunder shall become the sole property of the City.

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

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

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional two (2) year terms. The City reserves the right to revise rates for consistency with current market trend at least annually.

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

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

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

3. City Obligations. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. The City's obligation to pay Engineer under this Contract is limited to the

approved Contract fees and the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus ten (10%) percent if approved by the City. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

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

5. Additional Statement of Engineering Services. The Engineer shall:

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

- (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections developed in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved by the Contract Administrator; the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City, the Engineer shall deliver to the City one digital and one paper full scale set of originals as they exist at the time of termination. All plans shall be and remain the property of the City during preparation and upon delivery.
- (v) Revision of Final Drawings and Specifications. The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator; coordination with the City Attorney and follow-up on contractor execution and delivery to the City Attorney of the original contract and original bond for recording in the public records.
- (vii) Bonding. The Engineer shall coordinate the delivery to the City Attorney of original bonds for recording. All construction contracts shall require two (2) original Bonds in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and agreement for the City.

6. Responsibility of the Engineer. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications; contract documentation and other work or materials

furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in the Engineer's performance.

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

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

9. Modifications to Scope of Work/Change Orders

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

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall notify the City requesting an equitable adjustment and the contract shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

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

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

11. Termination

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

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

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause. If the City terminates the Engineer for failure to adhere to project time lines for completion of the Engineering work, then the City may deduct from amounts owed on the Engineer termination claim, the City's increased costs directly resulting from the failure of the Engineer to timely perform. The Engineer shall not be responsible for a delay in Engineering work that is beyond the Engineer's reasonable control.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - (1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - (2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

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

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial

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

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

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

(ii) The total of:

(1) The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

(2) The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

(3) A sum, as profit on Paragraph 11, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

12. Examination of Records

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

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

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance

of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

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

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

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

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

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

15. Insurance

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

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Policies other

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

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

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

16. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature

or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

(c) Engineer shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Engineer shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: <i>(Department Head Requesting Service)</i> 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Engineer:	Dredging & Marine Consultants, L.L.C. Attention: Shailesh K. Patel, Managing Member 4643 S. Clyde Morris Blvd., Unit 302 Port Orange, Florida 32129 (386) 304-6505 spatel@dmces.com

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

26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered except for the bond. No contract shall be formed between Engineer and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

Witnesses:

Rosalee C. Wiggins

Printed Name: Rosalee C. Wiggins

Neil C. Wiggins

Printed Name: NEIL C. WIGGINS

Dredging & Marine Consultants, L.L.C.

By: Shail

Shailesh K. Patel, Managing Member

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

Date: 2-14-2017

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, by Shailesh K. Patel, as Managing Member of Dredging & Marine Consultants, L.L.C., a Florida limited liability corporation, and who:

(Notary: Please select one)

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

Rosalee C. Wiggins

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



ROSALEE C. WIGGINS
MY COMMISSION # FF 928647
EXPIRES: December 25, 2019
Bonded Thru Budget Notary Services

Witnesses:

CITY OF PORT ORANGE

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

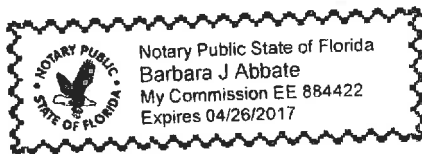
By: Donald O. Burnette
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

Witnesses:

ATTEST:

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

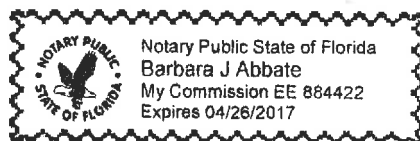
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

[CA 5672]

CITY OF PORT ORANGE – MASTER CONTRACT FOR ENGINEERING SERVICES [CA5672]

Page 14

EXHIBIT “1”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and Dredging & Marine Consultants, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DREDGING & MARINE CONSULTANTS, LLC**, a Florida corporation with its principal place of business at 4643 South Clyde Morris Boulevard, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:
Name: _____
Address: _____
Phone: _____
Mobile: _____
E-Mail: _____
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.

7. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

DREDGING & MARINE CONSULTANTS, LLC

Printed Name: _____

By: _____
Shailesh K. Patel, Managing Member

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

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

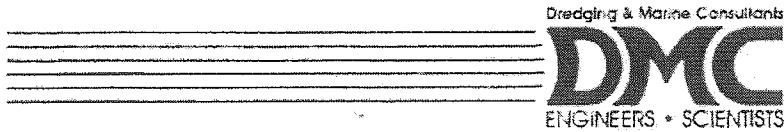
[CA 5672]

HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF PORT ORANGE RFSQ # 16-32

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

COMPANY NAME: Dredging & Marine Consultants, LLC

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal	\$150.00
Lead Engineer & Scientist	\$135.00
Project Manager	\$120.00
Senior Professional	\$110.00
Engineering Professional	\$ 95.00
Environmental Professional	\$ 85.00
<u>Technical Support Staff</u>	
CADD Technician	\$ 75.00
Grants / Programmer / Modeler	\$ 70.00
Administrative / Accounting	\$ 55.00
<u>Construction Inspection / Administration</u>	
Construction Manager	\$ 95.00
Senior Resident Inspector	\$ 85.00
Environmental/Construction Inspector	\$ 70.00
Field Technician	\$ 65.00
<u>Expenses</u>	
Jon Boat (per day)	\$250.00
Turbidity Meter/Standards (per day)	\$50.00
Sediment Sampler (per day)	\$75.00
*Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses)	1.5 x Hourly Rate



January 25, 2017

Ms. Susan Lovallo
Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, FL 32129

**RE: Causeway Park Small Boat Ramp Repair (Floating Concrete Docks) &
Causeway Park Fishing Pier Improvements
Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design and permitting for repair of the small existing boat ramp located on the west side of the parking lot at Causeway Park that was damaged during the Hurricane Matthew storm event. In addition, DMC will provide bidding and construction management services for the small boat ramp repairs as well as replacement of the T-pier, westside fishing pier and removal of the eastside fishing pier.

Scope of Services: DMC will assist with the following services as indicated in the tasks below. If any of the below tasks are deemed un-necessary by the client or regulatory agencies as the project progresses tasks can be removed or scaled back upon request.

- 1. Structure and Hydrographic Survey** – DMC will coordinate a location survey of the existing structures and the depths in the project area. All elevations will be referenced to Mean Low Water (MLW) and horizontal positioning NGVD 1929.
- 2. Geotechnical Testing** – DMC will complete an in-water standard penetration test (SPT) boring to a depth of 40 feet below existing river bottom to determine the stability and load bearing capacity of the river bottom substrate in the project area. This information will be critical to boat ramp and piling design.
- 3. Engineering Design** – DMC will assess the existing structure and design a replacement system utilizing floating concrete docks. Plans will be submitted to the City at 30, 60 and 90 percent complete. A cost estimate for the proposed improvements will accompany each submittal.
- 4. Permitting** – DMC will submit a complete environmental resource permit (ERP) application to complete the proposed improvements. In addition, DMC will respond to any requests for additional information received from the regulatory agencies during the permitting process. **This task does not include any permit fees; they will be the responsibility of the City.**
- 5. Bidding** – DMC will assemble a bid package for the small boat ramp repairs as well as replacement of the T-pier and westside fishing pier and removal of the eastside fishing pier including; bid sheet, technical specifications, and engineers cost estimate to solicit bids for the proposed improvements. In addition, DMC staff will conduct a pre-bid meeting and respond to all requests for additional information (RFI's) submitted by the contractors during the bidding process.
- 6. Construction Management** – During the construction of all Causeway Park In-water Improvements DMC staff will provide onsite construction inspection as well as response to contractor RFI's, review of shop drawings submittals, review and verification of pay applications, attend progress meetings and provide onsite engineering solutions to any issues encountered during construction.

Budget: This work can be accomplished for a lump sum fee of **\$66,600** with the understanding that Task 6 will be paid on an hourly fee with a not to exceed limit. The costs per task are as follows:

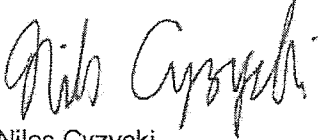
1. *Structure and Hydrographic Survey – \$3,100*
2. *Geotechnical Boring – \$5,300*
3. *Engineering Design – \$16,800*
4. *Permitting – \$5,200*
5. *Bidding – \$6,200*
6. *Construction Management – Not to exceed \$30,000 based on \$95/ hr Construction Manager/ Engineer and \$70/hr Onsite Inspector*

Schedule: These services will be completed according to the Clients project timeline from the date of Notice-to-Proceed. However permitting may delay the project timeline.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging & Marine Consultants, LLC



Niles Cyzycki
Project Manager

-2-

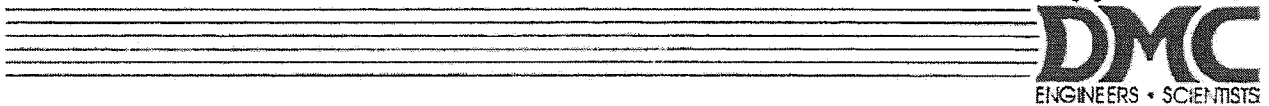


EXHIBIT "A"



City of Port Orange

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES ☒ We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

☒ Standard Contract for Service CA No. 5672

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: February 14, 2017

To: February 14, 2022

Attached:

☐ Updated Bond

☒ Insurance Certificate/City as additional insured

NO ☐ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Dredging & Marine Consultants, LLC (DMC)

Name of Contact Person: Shailesh K. Patel

Mailing Address: 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129

Email Contact Address: spatel@dmces.com

Phone: (386) 304-6505

Fax: (386) 304-6506

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

Contractor's Authorized Representative: [Signature] Date: 10/16/2019
Signature

For City Use Only:

Department completes the following:

☒ Renewal Accepted ☐ Bond attached
☒ Insurance attached OR ☐ Insurance waived per Agreement

Agreement Expiration: February 14, 2022

City Manager: [Signature] Date: 12-17-19

Please return to the City of Port Orange as follows:

Department: Community Development Telephone: 506-5661

Contact: Margaret Tomlinson Fax: 506-5699

Email: mtomlinson@port-orange.org

Completed Form Must Be Returned to the City Clerk for Recordation



City of Port Orange

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES ☒ We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

- ☒ Standard Contract for Service CA No. 5672
☐ Piggyback Agreement CA No. _____
☐ Purchase Order No. _____

Term From: February 14, 2017

To: February 14, 2024

Provided to City:

- ☐ Updated Bond ☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

NO ☐ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Dredging & Marine Consultants, LLC.

Name of Contact Person: Shailesh K. Patel

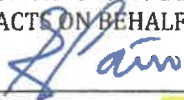
Mailing Address: 4643 S. Clyde Morris Blvd. Unit 302, Port Orange, FL 32129

Email Contact Address: spatel@dmces.com

Phone: (386) 304-6505

Fax: (386) 304-6506

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

Contractor's Authorized Representative: 

Signature

Date: December 17, 2021

For City Use Only:

Department completes the following:

- ☒ Renewal Accepted by the Department ☐ Bond received by the Department
☒ Insurance Certificate received by the Department **OR** ☐ Insurance waived by City Manager

Agreement Expiration: _____

City Manager: 

Date: 2/15/2022

Please return to the City of Port Orange as follows:

Department: Community Development

Telephone: 386-506-5661

Contact: Margaret Tomlinson

Fax: 386-506-5699

Email: mtomlinson@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

Revised 4/1/2020

February 6, 2023

Susan Lovallo
Parks and Recreation Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**RE: Causeway Park South Parking and Boat Ramp Improvements
Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design, permitting, bidding and construction management services for improvements to the causeway southern boat ramp facility under the Dunlawton Bridge. Improvements will be made to parking, drainage, boat launch efficiency, dockage for safer access, and ramp slope.

Scope of Services: DMC will assist with the following services as indicated in the tasks below.

Task 1: Field Investigations – DMC will coordinate a current survey of the site and launch area in the water to determine current depths. This will assist in determining any sediment removal, if required, and potentially improving the boat ramp launch slopes. Up to two Standard Penetration Test borings to a depth of 40 feet will be completed for embedment of the floating system piles. DMC will also visit the site during weekends to observe the use of the launch at peak times to address improvements to the turn areas for launch and boat sizes that utilize this facility.

Task 2: Engineering Design – Site visits in Task 1 will be used to determine further improvements so that boaters can launch efficiently at this heavily utilized launch facility. We will review the current ramp slope and if possible, increase the slope or consider two slopes to improve floatation during conversion from the current fixed accessory wood docks to a full floating system. Our design considerations will include improving the parking, drainage, boat launch efficiency, dockage for safer access, and ramp slope. DMC will take into account cost-effective alternative materials that could offer the City a more sustainable and facility.

Task 3: Permitting – DMC will submit and secure both Florida Department of Environmental protection and the U.S. Army Corps of Engineers permits. DMC will communicate with the agencies to efficiently submit and secure permits. DMC will prepare all the necessary data and tables along with responding to all Requests or Additional Information. This task does not include any permit fees. Permit fees will be paid by the client and DMC will assist the city with this aspect, as required.

Task 4: Bidding Assistance & Construction Management - DMC will assist the City's procurement department with bid preparation and advertisement of this project. DMC will attend the pre-bid meeting and assist with addendum preparation by responding to any request for additional information, clarification questions submitted with regards to the plans and specifications by the contractors. DMC will also assist City with bid tabulation, reference checks and contractor recommendation, as may be needed. Once a contractor has been selected for project construction, DMC will provide construction management services until project completion. DMC will:

- Coordinate and attend the pre-construction meeting.
- Review of emergency and safety plans, including Maintenance of Traffic plan, if required.
- Review of shop drawings, product information sheets, logs, geotechnical testing results and other required submittals, as applicable.

- Field verification of products and materials.
- Conducting routine site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and weekly field activity reports. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution. This is not a full-time inspection as City requires other firms for this requirement.
- Review of pay applications submitted by the contractor and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications, if required.
- Review red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction.
- Schedule a project walkthrough when the contractor has determined the project to be substantially complete and will generate a punch-list of items to be addressed by the contractor before the project can be accepted as fully complete.
- Assist with securing documents for Release of Liens
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to appropriate regulatory agencies.

Budget: DMC proposes to perform the above services, including expenses, for a Lump Sum fee not to exceed \$115,710.00. DMC will invoice the Client monthly for services rendered.

Task 1 – Field Investigations: \$19,660.00

Task 2 – Engineering Design: \$34,860.00

Task 3 – Permitting: \$18,410.00

Task 4 – Bidding Assistance & Construction Management: \$42,780.00

Schedule: DMC approximates 8 months to complete all design and permitting work. It is possible that delays may arise in the permitting process, however DMC will assist in expediting permitting responses. Task 4 will likely require one year based on City funding availability.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging & Marine Consultants, LLC

Shailesh K. Patel
Senior Project Manager



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/4/2023

SUBJECT: (F12) Second Reading - Ordinance No. 2023-02 - Amending Chapter 2, Article VI, Division 2, Relating to Purchase and Sale Procedure

DEPARTMENT: Finance

GOAL: Goal 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-02, amending Chapter 2, Article VI, Division 2, Relating to Purchase and Sale Procedure.

SUMMARY: The proposed ordinance amends the Code of Ordinances Chapter 2, Article VI, Division 2 - Purchase and Sales Procedure, relating to thresholds, the authority of the city manager, and local purchasing preference. The changes staff has requested in the ordinance amendment are intended to provide more opportunities for competitiveness and efficiencies in the time it currently takes for the procurement of goods and services that are necessary for city operations.

Finance has reviewed the current procurement processes and procedures and recognizes that the current thresholds are below existing levels of procurement and contracting authority based on the Government Finance Officers Association (GFOA) and the National Institute of Government Procurement (NIGP). The proposed changes will improve efficiency and competition. These changes do not affect the council's threshold authority for approval of contract awards, maintain audit requirements, and adhere to all other applicable state statutes and best practices of procurement among municipal governments.

Summary of Proposed Amendments:

1. Section 2-261 Petty Cash funds and purchasing cards. This section establishes a petty cash fund with the finance department and increases the dollar threshold of the petty cash fund to \$10,000.00. The finance director, with the concurrence of the city manager, will be able to set reasonable amounts and maintain established written procedures for the petty cash fund. This change gives staff more flexibility and provides greater efficiency for the small items that are procured.

2. Section 2-262 Purchase and sales procedures. This section updates the dollar thresholds for the various methods of procurement and clarifies the city manager's purchase authority for securing goods and services. This amendment raises the threshold for open market purchases from \$3,500 to \$5,000 and amends the threshold for three quotations confirmed in writing from \$25,000 to \$100,000. In addition, it

clarifies that the formal solicitation procedures apply to purchases exceeding \$100,000. This section maintains the requirement that all purchases exceeding \$25,000 require approval by the city council except as otherwise provided for in the chapter. This is an important change as the cost of most goods and services has increased over the last 30 years since this threshold was created. This change gives staff more flexibility and provides greater efficiencies in the procurement of goods and services required for city operations.

3. Section 2-267 Bidding Requirements. This section updates the list of exemptions from the formal competitive solicitation process for items such as advertisements in trade journals, communication services and required public notices. This change gives staff more flexibility and provides greater efficiencies in the procurement of goods and services that do not lend themselves to the normal competitive solicitation process.

4. Section 2-269 Performance and payment bonds. This section updates the threshold authority of the city manager to waive payment and performance bond requirements on city projects related to the construction of public buildings and completion of a public work when the cost of the work is less than or equal to \$200,00.00. This is in line with the threshold requirements of the Florida Statutes.

5. Section 2-270 Informal Bid Procedures. This section updates the threshold for when informal purchases may be made from \$25,000 to \$100,000 without observing the formal bidding procedures.

6. Section 2-275 Local purchasing preference. This section is stricken in total and written to define how a local vendor is determined by having a valid Business Tax Receipt (BTR) issued by the City of Port Orange. In addition, this amendment establishes that the local vendor preference is used as part of a tiebreaker only during a formal solicitation. Amending this section reduces redundancy and conflict between the various federal and state award requirements, which do not allow for local purchasing preference.

In summary, all the proposed amendments are intended to provide for more efficient procurement and sales procedures consistent with state law, while maintaining strong internal controls and compliance with all Federal and State requirements.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Ordinance No 2023-02	Ordinance No 2023-02.pdf
----	----------------------	--------------------------

Tracee Cody

Created/Initiated - 3/17/2023

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, RELATING TO THE PURCHASE AND SALE PROCEDURE AND CONTENTS THEREOF; AMENDING SECTION 2-261 RELATING TO THE PETTY CASH FUND TO INCREASE THE PETTY CASH OPERATING AMOUNT AND PLACE THE PETTY CASH FUND UNDER THE FINANCE DEPARTMENT; AMENDING SECTION 2-262 RELATING TO PURCHASE AND SALES PROCEDURES TO UPDATE THE DOLLAR THRESHOLDS FOR THE VARIOUS METHODS OF PROCUREMENT AND TO CLARIFY THE CITY MANAGER'S PURCHASE AUTHORITY; AMENDING SECTION 2-267 RELATING TO BIDDING REQUIREMENTS TO UPDATE THE LIST OF EXEMPTIONS FROM THE FORMAL COMPETITIVE SOLICITATION PROCESS; AMENDING SECTION 2-269 RELATING TO PERFORMANCE AND PAYMENT BONDS TO RAISE THE THRESHOLD FOR WAIVER THAT MAY BE EXERCISED BY THE CITY MANAGER; AMENDING SECTION 2-270 RELATING TO INFORMAL BID PROCEDURES TO RAISE THE THRESHOLD FOR PURCHASES USING THE INFORMAL BID PROCEDURES; AMENDING SECTION 2-275 RELATING TO LOCAL PURCHASING PREFERENCE TO LIMIT LOCAL PREFERENCE TO TIE BREAKERS ONLY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that the proposed amendments relating to the purchase and sale procedure will update to current standards, and clarify ambiguities in an effort to provide more efficiency in the City's purchasing process; and

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 the Code of Ordinances, Chapter 2, Article VI, to read as follows:

Chapter 2 Administration, Article VI Finance

DIVISION 2 – PURCHASE AND SALE PROCEDURE

[No changes to Sections 2-256 thru 2-260.]

Sec. 2-261. Petty cash funds and purchasing cards; authorization and procedures.

- (a) ~~The finance~~ Each department may establish a petty cash fund not exceeding an operating amount of ~~\$500.00~~ \$10,000.00. The finance director shall, with the concurrence of the city manager, establish appropriate and reasonable operating amounts ~~for such funds within the limit set forth above~~ and establish written procedures for the operation and accounting for such funds within acceptable accounting practices.
- (b) *[No change.]*

Sec. 2-262. Purchase and sales procedures.

- (a) All supplies, equipment and contractual services, except as otherwise provided herein, when the estimated purchase price thereof ~~shall exceed \$25,000.00~~ \$100,000.00, shall be purchased ~~from the bidder determined by the city council to be the lowest and best responsible bidder pursuant to the formal bidding solicitation procedure.~~
- (b) *[No change.]*
- (c) All supplies, equipment and contractual services, except as otherwise provided herein, when the estimated purchase price thereof is \$25,000.00 or less, may be approved by the city manager or his designee. Purchases up to and including ~~\$3,500.00~~ 5,000.00 are purchased on the open market if the verbal quoted price appears fair and reasonable. ~~Items with a purchase price of more than \$3,500.00 but less than or equal to \$5,000.00 shall be made using two verbal quotations.~~ Items with a purchase price ~~of more than~~ exceeding 5,000.00 but less than or equal to ~~\$25,000.00~~ 100,000.00 shall be made with three written quotations ~~confirmed in writing.~~
- (d) *[No change.]*
- (e) *[No change.]*
- (f) *[No change.]*
- (g) *[No change.]*

[No change to Sections 2-263 thru 2-266.]

Sec. 2-267. Bidding requirements.

- (a) *[No change.]*
- (b) *[Exempt purchases.]* Purchases exceeding \$25,000.00 require approval by city council except for goods and/or services that do not lend themselves to the normal competitive bidding solicitation process, ~~and the city manager has approved waiving the formal bidding requirements, as follows: The following goods and/or~~

services are hereby exempt from the formal solicitation requirement and purchases thereof may be approved by the city manager:

- ~~(1) Maintenance and/or service contracts, on various types of technical equipment that are offered and/or supplied only by the original manufacturer or its representative, or that are required to maintain the integrity of the warranty, or that are part of the rental, lease or lease purchase terms and conditions.~~
 - ~~(2) Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.~~
 - ~~(3) Public or regulated utility services or government franchised services.~~
 - ~~(4) Commodities or contractual services determined to only be available from a single source. The city shall electronically or otherwise publicly post a description of the commodities or contractual services for a period of a least seven business days. The posted description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.~~
 - ~~(5) Professional services (except as otherwise provided for in Florida law) and contracts for professional services (which include, but are not limited to, services provided by attorneys, accountants, actuaries and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive method or the written quotations method.~~
 - ~~(6) Admission fees.~~
 - ~~(7) Association fees and professional association dues.~~
 - ~~(8) License fees and agreements.~~
 - ~~(9) Media advertising (i.e., newspaper, radio, television, etc.).~~
 - ~~(10) Permit fees.~~
 - ~~(11) Petty cash replenishment.~~
 - ~~(12) Postage.~~
 - ~~(13) Registration fees.~~
 - ~~(14) State fees (unemployment compensation).~~
 - ~~(15) Travel reimbursement.~~
 - ~~(16) Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to city owned property.~~
 - ~~(17) Supplies, equipment and vehicles purchased at a public auction.~~
 - ~~(18) Purchases from other governmental agencies, including school boards, community colleges, federal agencies, and agencies from other states, when the awarded contract by the other entity permits purchases by the city on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the city.~~
 - ~~(19) Purchase, sale, lease or rental of real property.~~
 - ~~(20) Items for resale when purchased in compliance with the restrictions listed below:~~
 - ~~a. Items purchased shall be exclusively for resale;~~
 - ~~b. Items shall include brand name specifications significant to their retail sales appeal; and~~
 - ~~c. Items, after reasonable expected resale, shall result in no cost to the city.~~
- 1) Artistic services.
 - 2) Advertising (including but not limited to newspaper, radio, television, public notice, etc.).

- 3) Commodities or contractual services competitively bid and awarded by other governmental agencies (including GSA) or cooperatives using the same terms and conditions, and prices (or below such prices) and is considered economically advantageous to the city.
 - 4) Communications services (i.e. cable, wireless services, cellular service, internet, etc.).
 - 5) Consultant services other than those regulated by Sec. 287.055, Florida Statutes.
 - 6) Copyrighted materials.
 - 7) Dues, memberships, license fees, and subscriptions for trade or professional organizations.
 - 8) Financial services.
 - 9) Intergovernmental (Cooperative) Pricing Agreements in accordance with Chapter 2, Article VI, Sec. 2-268, of the City Code of Ordinances.
 - 10) Medical or health services related to employment with the city.
 - 11) Insurance, including but not limited to liability, property, medical, and workers' compensation or claims expenditures.
 - 12) IT software and related/associated hardware (For compatibility with existing hardware/software).
 - 13) IT software license renewals and maintenance.
 - 14) Legal services including but not limited to attorneys, paralegals, expert witnesses, interpreters, translation services, mediators, arbitrators, magistrates and court reporters.
 - 15) Permit fees.
 - 16) Postage and other delivery services.
 - 17) Sole/Single source of goods or services.
 - 18) Standardized equipment and annual maintenance, repairs, and support costs thereof.
 - 19) Temporary workers.
 - 20) Title services, including but not limited to title searches, title commitments, ownership and encumbrance reports, and closing services.
 - 21) Used or pre-owned equipment, supplies, and vehicles, including but not limited to supplies, equipment, and vehicles purchased or sold at public auction.
 - 22) Utilities.
 - 23) Workshops, continuing education, and seminars – costs associated with registration, attendance, and training, authorized hospitality expenses, fees and costs of job-related travel as authorized by city budget.
- (c) *[No change.]*
- (d) *[No change.]*
- (e) *[No change.]*

[No change to Section 2-268.]

Sec. 2-269. Performance and payment bonds.

- (a) *[No change.]*
- (b) The city council delegates to the city manager the authority to waive, in whole or in part, the payment and performance bond requirements on city projects for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, unless otherwise required by law, and when the cost of the work to be completed is estimated to be less than or equal to ~~\$100,000~~ \$200,000.

Sec. 2-270. - Informal bid procedures.

All purchasing of supplies, equipment and contractual services of a total estimated value of ~~\$25,000.00~~ \$100,000.00 or less may be made in the open market without newspaper advertisement and without observing the formal bidding procedures prescribed by this article.

[No change to Sections 2-271 thru 2-274.]

Sec. 2-275. Local purchasing preference.

- (a) A local vendor is a respondent to a solicitation, who as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the city to do business in the city which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the corporate boundaries of the city from where the vendor operates or performs business. A post office box cannot be used to establish a physical address.
 - (b) Tied bid preference. In case of a tie between a local vendor and a non-local vendor, the local vendor shall prevail, except where federal or state law, or any other funding source, mandates to the contrary.
 - (c) Misrepresentation prohibited; penalty. Any business that misrepresents the local vendor status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status, and shall lose eligibility to claim local preference status for a period of one year.
 - (d) Local preference not required. This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.
- ~~(a) Purpose.~~ The city annually spends significant dollars on purchasing goods and services, and the dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues paid by businesses located within the City of Port Orange. The city council has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city council has determined that it is in the best interest of the city to give a preference to local businesses consistent with the process set forth in this section.
- ~~(b) Definitions.~~ The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
- ~~Florida business~~ means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.
- ~~Local business~~ means a Port Orange business, Volusia County business, or Florida business as defined herein.
- ~~Port Orange business~~ means a business having its headquarters and principal place of business within the City of Port Orange at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.
- ~~Principal place of business~~ means the nerve center or the center of overall direction, control, and coordination of the activities of the business. If the business has only one business location, such business location shall be its principal place of business.
- ~~Volusia County business~~ means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

~~(c) Local preference process. Except where federal or state law, or any other funding source, mandates to the contrary, the city shall give preference to local businesses in the following manner:~~

~~(1) Competitive bids when seeking lowest and best responsible bid.~~

- ~~a. Except as set forth in subsection (2), this subsection (1) shall apply to city solicitations for formal bidding procedure in accordance with 2-262, Code of Ordinances.~~
- ~~b. Port Orange business. In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent of the lowest and best responsible bid submitted by a non-Port Orange business, then the Port Orange business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.~~
- ~~c. Volusia County business. In any competitive bidding process where a Volusia County business is within five percent of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.~~
- ~~d. Florida business. In any competitive bidding process where a Florida business is within three percent of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.~~
- ~~e. Tied bid preference. In case of a tie between a local business and a nonlocal business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.~~

~~(2) Competitive bids when seeking highest and best responsible bid for revenue generating solicitations.~~

- ~~a. Except as set forth in this subsection (2), revenue generating solicitations follow the same purchasing guidelines and solicitation requirements for the purchase of goods or services. Revenue generating solicitations may include audit procedures which have been reviewed by the finance department. This subsection (2) shall apply to solicitations issued by the City of Port Orange that seek a revenue generating proposal, including, but not limited to, the following:~~
 - ~~1. Sale or lease of property.~~
 - ~~2. Roll-offs.~~
 - ~~3. Wrecker services.~~
 - ~~4. Concessions.~~
 - ~~5. Licensing services.~~
 - ~~6. Copyrights.~~
 - ~~7. Equipment and other personal property.~~
 - ~~8. Any other solicitations that will generate revenue to the City of Port Orange, consistent with City of Port Orange Code of Ordinances and as otherwise authorized.~~
- ~~b. Port Orange business. In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent of the highest and best responsible bid submitted by a non-Port Orange business, then the Port Orange business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or higher than the~~

amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.

- ~~c. *Volusia County business.* In any competitive bidding process where a Volusia County business is within five percent of the highest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.~~
- ~~d. *Florida business.* In any competitive bidding process where a Florida business is within three percent of the highest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.~~
- ~~e. *Tied bid preference.* In case of a tie between a local business and a nonlocal business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.~~
- ~~(d) *Misrepresentation prohibited; penalty.* Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status, and shall lose eligibility to claim local preference status for a period of one year.~~
- ~~(e) *Local preference not required.* This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local business where such award is in the public interest.~~

[No change to the remainder of this Division 2, Purchase and Sale Procedure]

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: 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 4: The provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Port Orange, Florida 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 5: Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6: 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