



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 18, 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. Invocation by Pastor Ken Sharp of High Point Pentecostal Church
2. Pledge of Allegiance
3. Roll Call

B. RECOGNITION AND PROCLAMATIONS

4. Water Conservation Month

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
  - a. April 4, 2023 - City Council Regular Meeting
8. Resolution No. 23-14 - Establishing a Canvassing Board
9. Resolution No. 23-15 - Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Elevate 25 Homes
10. Resolution No. 23-16 - Approval of State of Florida Department of Environmental Protection Grant Agreement in the amount of \$750,000
11. Approval of Task Authorization No. 18 for Zev Cohen and Associates for engineer estimates and specific concept plans for the 2024 Parks Bond Referendum
12. Approval of Memorandum of Understanding (MOU), Article 28, with the International Union of Police Associations (IUPA)

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

E. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

14. Citizen Advisory Committee for TPO
15. Parks & Recreation Advisory Board Report
16. Update on the REC Center from Parks & Recreation Department
17. Parks & Recreation Board Appointment
18. Town Center CRA Board Appointment
19. Eastport CRA Board Appointment

G. ADDITIONAL ITEMS

20. City Attorney
21. City Manager

H. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports
  - a. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette
  - b. Appointment to Council Committees - ArtHaus & First Step Shelter

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](mailto: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.

Regular City Council Meeting

4/18/2023

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

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

REGULAR CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA  
APRIL 4, 2023

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Vice Mayor Reed Foley at 6:30 p.m.

Silent Invocation

Pledge of Allegiance

|           |               |                                                                                                                    |
|-----------|---------------|--------------------------------------------------------------------------------------------------------------------|
| Roll Call | Present:      | Councilman Drew Bastian<br>Councilman Scott Stiltner<br>Vice Mayor Reed Foley                                      |
|           | Absent:       | Councilman Tracy Grubbs<br>Mayor Don Burnette                                                                      |
|           | Also Present: | Assistant City Manager Robin Fenwick<br>Assistant City Clerk Tracee Cody<br>Assistant City Attorney Shannon Balmer |

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

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

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

Motion to approve Consent Agenda as presented was made by Councilman Scott Stiltner and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Robert Reinhagen, resident, expressed his confusion with different positions being held by staff. He also questioned the criteria needed for items to be placed on the Consent Agenda.

COUNCIL COMMENTS

10. Comments/Concerns from Council Members

All Council members recognized Staff for making the Spring Brew & Food Fest an enjoyable and successful event with Port Orange Community Trust.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

11. Golf Course Advisory Board Report

Richard Lee, Chairman of the Golf Advisory Board, provided details from their recent meetings and applauded Jeff Dayton, the General Manager of KemperSports, for doing a great job.

PUBLIC HEARING

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

Vice Mayor Reed Foley 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 2-270 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.

Jonathan McKinney, Assistant City Manager/Finance Director, provided further information about the Ordinance.

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

#### ADDITIONAL ITEMS

13. City Attorney - There was nothing further.

14. City Manager - There was nothing further.

#### COUNCIL COMMITTEE REPORTS

15. City Council Committee Reports

a. River to Sea TPO - Vice Mayor Reed Foley - Vice Mayor Reed Foley was unable to attend the last meeting and had nothing to report.

ADJOURNMENT – 6:49 p.m.

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Mayor Donald O. Burnette

Attest:

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Robin Fenwick, MMC, City Clerk



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/18/2023

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**SUBJECT:** (C8) Resolution No. 23-14 - Establishing a Canvassing Board

**DEPARTMENT:** City Clerk

**GOAL:** 6 - Organizational Excellence

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**RECOMMENDED MOTION:** Move to approve Resolution No. 23-14.

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**SUMMARY:** The City is required to appoint a canvassing board for the Special Primary Election to be held on August 22, 2023, as well as the Special Election on November 7, 2023, if it is needed. The attached resolution does that and provides the duties and responsibilities of the canvassing board.

Staff recommends appointing Robin Fenwick, Assistant City Manager/City Clerk, Tracee Cody, Assistant City Clerk, and Amanda Bonin, Code Enforcement Manager to serve on the canvassing board.

**PRESENTER:** Robin Fenwick

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**ATTACHMENTS:**

|    |                                                                |                                                                     |
|----|----------------------------------------------------------------|---------------------------------------------------------------------|
| 1. | Resolution No 23-14 - Canvassing Board and Election Procedures | Resolution No 23-14 - Canvassing Board and Election Procedures.docx |
| 2. | Resolution No 21-8 - Canvassing Board and Election Procedures  | Resolution No 21-8 - Canvassing Board and Election Procedures.pdf   |

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Robin Fenwick  
Matthew Jones  
Wayne Clark  
Robin Fenwick

Created/Initiated - 3/19/2023  
Approved - 4/5/2023  
Approved - 4/12/2023  
Final Approval - 4/12/2023

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RESOLUTION NO. 23-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPOINTING A CANVASSING BOARD; ESTABLISHING CANVASSING, RECOUNT, PROTEST, AND CONTEST PROCEDURES FOR THE UPCOMING PRIMARY AND SPECIAL ELECTION CALLED BY RESOLUTION NO. 23-11 TO ELECT A COUNCILMEMBER FOR DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District 2 City Council seat is now vacant due to the resignation of Council Member Kat Atwood effective January 17, 2023; and

WHEREAS, the City Council has established the dates for the special and primary election by its adoption of Resolution 23-11; and

WHEREAS, the Primary Election shall be held Tuesday, August 22, 2023, and the Special Election shall be held on Tuesday, November 7, 2023, if necessary; and

WHEREAS, the City Council now wishes to appoint a canvassing board and canvassing, recount, protest, and contest procedures for the upcoming elections described above.

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

Section 1. The City Council of the City of Port Orange hereby appoints the following individuals to serve on the canvassing board for the upcoming municipal election(s):

- Robin L. Fenwick, Assistant City Manager/City Clerk,
- Tracee Cody, Assistant City Clerk,
- Amanda Bonin, Code Enforcement Manager,

or their designee(s).

The city attorney, any assistant city attorney, any member of staff of the city clerk, and the staff of the supervisor of elections may assist the canvassing board in carrying out its responsibilities.

Section 2. The City Council hereby adopts the following procedures for canvassing to be followed in the upcoming municipal election(s):

### **CANVASSING**

The city canvassing board shall meet in a building accessible to the public at the times and places to be designated by the city clerk to publicly examine the voting machines prior to the election, and canvass the absentee electors' ballots and provisional ballots on the day of the election or thereafter. Public notice of the times and places at which the city canvassing board shall meet shall be given at least 48 hours prior thereto by publication once in a newspaper of general circulation in the city. As soon as the absentee electors' ballots are canvassed, the board shall proceed to publicly canvass the vote given each candidate as shown by the returns then on file in the office of the supervisor of elections. All other election procedures, including but not limited to recount, protest and contest procedures, shall be conducted substantially as prescribed by the general laws of the state for the conducting of county and state elections.

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

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MAYOR DONALD O. BURNETTE

ATTEST:

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Robin L. Fenwick, MMC, City Clerk

Adopted on the \_\_\_\_ day of April, 2023.

Reviewed and Approved: \_\_\_\_\_  
Matthew J. Jones, City Attorney

RESOLUTION NO. 21-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPOINTING A CANVASSING BOARD; ESTABLISHING CANVASSING, RECOUNT, PROTEST, AND CONTEST PROCEDURES FOR THE UPCOMING PRIMARY AND SPECIAL ELECTION CALLED BY RESOLUTION NO. 20-75 TO ELECT A COUNCILMEMBER FOR DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District 1 City Council seat is now vacant due to the resignation of Council Member Marilyn Ford effective December 18, 2020;

WHEREAS, the City Council has established the dates for the special and primary election by its adoption of Resolution 20-75; and

WHEREAS, the Primary Election shall be held Tuesday, April 13, 2021, and the Special Election shall be held on Tuesday, June 22, 2021, if necessary; and

WHEREAS, the City Council now wishes to appoint a canvassing board and canvassing, recount, protest, and contest procedures for the upcoming elections described above.

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

Section 1. The City Council of the City of Port Orange hereby appoints the following individuals to serve on the canvassing board for the upcoming municipal election(s):

- Robin L. Fenwick, City Clerk,
- Shelby Field, Assistant City Clerk,
- Jamie Miller, Interim City Manager,

or their designee(s).

The city attorney, any assistant city attorney, any member of staff of the city clerk, and the staff of the supervisor of elections may assist the canvassing board in carrying out its responsibilities.

Section 2. The City Council hereby adopts the following procedures for canvassing to be followed in the upcoming municipal election(s):

**CANVASSING**

The city canvassing board shall meet in a building accessible to the public at the times and places to be designated by the city clerk to publicly examine the voting machines prior to the election, and canvass the absentee electors' ballots and provisional ballots on the day of the election or thereafter. Public notice of the times and places at which the city canvassing board shall meet shall be given at least 48 hours prior thereto by publication once in a newspaper of general circulation in the city. As soon as the absentee electors' ballots are canvassed, the board shall proceed to publicly canvass the vote given each candidate as shown by the returns then on file in the office of the supervisor of elections.

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

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MAYOR DONALD O. BURNETTE

ATTEST:

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Robin L. Fenwick, MMC, City Clerk

Adopted on the \_\_\_\_ day of February, 2021.

Reviewed and Approved: \_\_\_\_\_  
Matthew J. Jones, City Attorney



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/18/2023

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**SUBJECT:** (C9) Resolution No. 23-15 - Hazard Mitigation Grant Program (HMGP)  
Application to Request Funds to Elevate 25 Homes

**DEPARTMENT:** Community Development

**GOAL:** 1 - Public Safety; 3 - Quality of Life

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**RECOMMENDED MOTION:** Move to approve Resolution No. 23-15, authorizing the submission of an application for a grant from the Hazard Mitigation Grant Program and authorizing the Mayor and City Clerk to execute all necessary documents for the submission of said application.

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**SUMMARY:** On February 24, the Federal Emergency Management Agency (FEMA) issued a notice of funding availability for counties/municipalities affected by Hurricane Ian to submit applications for Hazard Mitigation Grant Program (HMGP) funds. The HMGP helps communities implement hazard mitigation measures following a Presidential major disaster declaration. The objective is to support cost-effective measures during recovery that will reduce the risk of physical and social impacts from future disasters.

HMGP funding is available for structure elevation projects that raise homes so potential floodwaters may flow underneath the home. HMGP is a cost reimbursement grant that has a 75% federal / 25% non-federal cost share for structure elevation projects. Homeowners cannot apply directly for HMGP funding, they must apply through the city.

Approximately 1,300 homes in Port Orange flooded during Hurricane Ian. Approximately 880 of these homes are in the Special Flood Hazard Area and 8-10% of these homes have flooded more than once. The list of structure elevation addresses was created based on feedback from Port Orange residents that attended the February 22 Florida Division of Emergency Management (FDEM) Town Hall for Volusia County residents along with phone calls from residents over the last 6 months.

To pursue HMGP funds, a city must first develop a project that reduces the risk of physical and social impacts from future disasters and have it ranked on the Volusia County's Local Mitigation Strategy (LMS) List.

On March 10, staff submitted a project to elevate 25 homes with HMGP funds to the Volusia County LMS group. The project was evaluated and ranked #3 on the LMS list. The 25 homes on the city's list are located throughout the city (see Exhibit A). The next step of the process is to finalize the HMGP application and apply to FDEM by May 31.

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Once approved by FDEM, the project application is forwarded to FEMA for consideration. If the project is selected by FEMA in 2024 and the City chooses to fund it, the project will require a 25% cost contribution from the homeowners. This action does not obligate the City to fund this project, only for staff to apply to FEMA. If this project is selected, the process is estimated to take 3-5 years.

The total estimated cost to elevate the 25 homes is \$7,500,000 (\$300,000 per home) and the city will be requesting reimbursement of \$5,625,000 from FEMA at project completion and \$1,875,000 from the homeowners (\$75,000 per home) before the start of construction. The project will be requested in the FY 24-28 Capital Improvement Plan.

While the deadline for residents to get on the list for Hurricane Ian HMGP has passed, staff continues to collect contact information from residents interested in the HMGP grants for when the Hurricane Nicole application period opens later this year.

PRESENTER: Tim Burman

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**ATTACHMENTS:**

|    |                                   |                                       |
|----|-----------------------------------|---------------------------------------|
| 1. | Resolution No. 23-15 with exhibit | Resolution No. 23-15 with exhibit.pdf |
|----|-----------------------------------|---------------------------------------|

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|                    |                               |
|--------------------|-------------------------------|
| Margaret Tomlinson | Created/Initiated - 3/30/2023 |
| Tim Burman         | Approved - 4/4/2023           |
| John McKinney      | Approved - 4/4/2023           |
| Matthew Jones      | Approved - 4/4/2023           |
| Wayne Clark        | Approved - 4/12/2023          |
| Tracee Cody        | Final Approval - 4/13/2023    |

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RESOLUTION NO. 23-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING UNDER THE HAZARD MITIGATION GRANT PROGRAM ("HMGP") FOR THE PURPOSE OF STRUCTURE ELEVATION PROJECTS FOR APPROXIMATELY TWENTY-FIVE HOMES LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA LISTED IN THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY ("LMS") PLAN; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST ALL NECESSARY DOCUMENTS FOR SAID APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Port Orange ("City") is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Volusia County Local Mitigation Strategy Plan is a multi-jurisdictional hazard mitigation plan which includes the City of Port Orange; and

WHEREAS, the Volusia County LMS Plan is updated on a yearly basis and after any major natural disaster event; and

WHEREAS, the City of Port Orange ("City") experienced severe flooding in September 2022; and

WHEREAS, the City desires to make application through the Florida Division of Emergency Management ("FDEM") to the Federal Emergency Management Agency ("FEMA") for grant funding from the Hazard Mitigation Grant Program in the amount of \$5,625,000, said amount being 75% of the \$7,500,000.00 total project costs; and

WHEREAS, the City recognizes this grant from HMGP is based on a cost share basis with the federal cost share not to exceed 75% of the total project costs and that a minimum 25% non-federal cost share will be required for each project.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby approves and authorizes the submission of the Hazard Mitigation Grant Project Application for the structure elevation projects for the structures included and identified in **Exhibit "A"**, attached hereto and made a part hereof by reference.

Section 2. The Mayor and City Clerk are hereby authorized to execute all necessary documents for the completion and forwarding of the project application to FDEM.

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

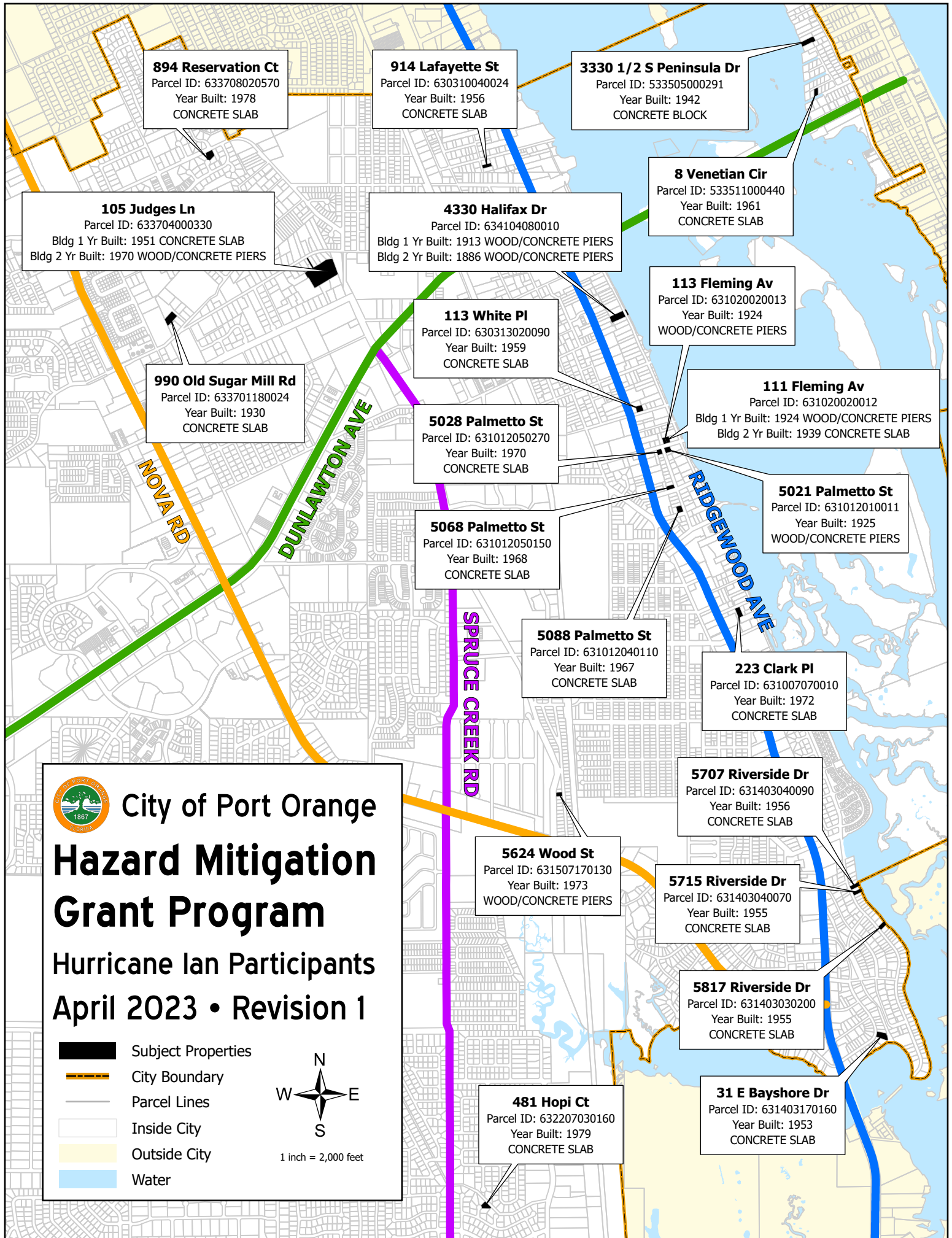
\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, MMC, City Clerk

Adopted on the       day of

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





# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/18/2023

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**SUBJECT:** (C10) Resolution No. 23-16 - Approval of State of Florida Department of Environmental Protection Grant Agreement in the amount of \$750,000

**DEPARTMENT:** Finance

**GOAL:** 2 - Infrastructure  
5 - Fiscal Sustainability

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**RECOMMENDED MOTION:** Move to approve Resolution No. 23-16, accepting a \$750,000.00 grant from the State of Florida Department of Environmental Protection; approving the associated grant agreement; authorizing the Mayor to execute the required Grant Award Agreement; and authorizing staff to submit said grant agreement to the State of Florida Department of Environmental Protection.

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**SUMMARY:** The City of Port Orange is a recipient of the State of Florida Department of Environmental Protection Grant. The City has been awarded \$750,000 as part of the 2022 State of Florida legislative appropriations. In order to receive the funds from the state, the City must approve the standard grant agreement with the State of Florida Department of Environmental Protection. This is a cost reimbursement grant.

These funds will be used to assist in expediting the City's ongoing efforts to line the sanitary sewer pipes within the overall system, to reduce inflow and infiltration (I&I) to the plant. Inflow and infiltration (I&I) describe ways that groundwater and stormwater enter a sanitary sewer system. There are 6680 manholes and approximately 354 miles of collection piping located in the Port Orange system. This extra water due to I&I leads to higher operating costs at the wastewater treatment plant. During the rainy season, the wastewater plant flows will increase over 3 million gallons per day over normal flow rates due to I&I. In 2015, an I&I study was conducted to identify major I&I areas in the sewer collection systems. The study included evaluation of the sewer laterals, mains, and manholes where rain and ground water was entering into the system. Repairs include either complete pipe replacement, spot repairs, or "lining" the existing system with a special "cured in place" lining. An advantage to the cured-in-place process is that no excavation or disturbance to the customers occurs. This process has been successfully used in sewer collection pipe systems for over 40 years and has been used previously in the City of Port Orange system. This project focuses on reducing the amount of non-sewage flow entering the sewer treatment plant, which will reduce the risk of unintentional environmental pollution, via sewer overflow. Potential overflows could pose a health hazard to the environment, residents, and wildlife. No new pipes are being added or replaced.

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Each year the City spends approximately \$750,000 to rehabilitate sewer pipes identified in the 2015 study. This has been an ongoing repair program since 2015. This grant money of \$750,000 supported by Senator Wright and Representative Leek in the 2022 Legislative session is in addition to the \$750,000 the City budgeted to allow for \$1,500,000 to be spent in 2023 on lining our existing sewer pipes.

PRESENTER: John McKinney

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**ATTACHMENTS:**

|    |                                       |                                           |
|----|---------------------------------------|-------------------------------------------|
| 1. | Resolution No. 23-16                  | Resolution No. 23-16.pdf                  |
| 2. | LPA0368 Grant Agreement - Port Orange | LPA0368 Grant Agreement - Port Orange.pdf |

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|               |                              |
|---------------|------------------------------|
| Robin Fenwick | Created/Initiated - 4/4/2023 |
| John McKinney | Approved - 4/4/2023          |
| Lynn Stevens  | Approved - 4/5/2023          |
| Matthew Jones | Approved - 4/12/2023         |
| Wayne Clark   | Approved - 4/12/2023         |
| Tracee Cody   | Final Approval - 4/13/2023   |

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RESOLUTION NO. 23-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ACCEPTING A \$750,000 GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP"); APPROVING THE STANDARD GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (GRANT AGREEMENT LPA0368) FOR THE PURPOSE OF EXPEDITING THE CITY'S ONGOING EFFORTS TO LINE THE SANITARY SEWER PIPES WITHIN THE OVERALL SYSTEM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST ALL NECESSARY DOCUMENTS FOR SAID GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, since 2015, the City of Port Orange ("City") spends approximately \$750,000 annually to rehabilitate sewer pipes as part of an ongoing repair program; and

WHEREAS, the City has been awarded a \$750,000 grant from the State of Florida Department of Environmental Protection as part of the 2022 State of Florida legislative appropriations; and

WHEREAS, in order to receive said grant, the City must approve and enter into a standard grant agreement with the State of Florida Department of Environmental Protection; and

WHEREAS, the City Council of the City of Port Orange desires to accept the grant funding from the State of Florida Department of Environmental Protection and enter into a grant agreement with the State of Florida Department of Environmental Protection.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves and accepts the State of Florida Department of Environmental Protection Grant in the amount of \$750,000.00 for ongoing citywide sewer pipe rehabilitation.

Section 3. The Mayor and City Clerk are hereby authorized to execute all applicable grant documents and agreements.

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

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, MMC, City Clerk

Adopted on the       day of

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Port Orange Sewer System Rehabilitation Pipelining** Agreement Number: **LPA0368**
2. Parties: **State of Florida Department of Environmental Protection**  
**3900 Commonwealth Boulevard**  
**Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **City of Port Orange** Entity Type: **Local Government**
- Grantee Address: **1000 City Center Circle, Port Orange, FL 32129** FEID: **59-6000412** (Grantee)
3. Agreement Begin Date: **Upon Execution** Date of Expiration: **October 31, 2025**
4. Project Number: Project Location(s): **Lat/Long (29.1265, -81.0207)**  
(If different from Agreement Number)
- Project Description: **The Grantee will upgrade the city's sanitary sewer system by constructing additional slip lining for existing pipes.**

|                                                  |                                                                            |                                       |                       |
|--------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------|-----------------------|
| 5. Total Amount of Funding:                      | Funding Source?                                                            | Award #s or Line Item Appropriations: | Amount per Source(s): |
| <b>\$750,000.00</b>                              | <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal | <b>LP, GAA LI 1665A, FY 22-23, GR</b> | <b>\$750,000.00</b>   |
|                                                  | <input type="checkbox"/> State <input type="checkbox"/> Federal            |                                       |                       |
|                                                  | <input type="checkbox"/> Grantee Match                                     |                                       |                       |
| Total Amount of Funding + Grantee Match, if any: |                                                                            |                                       | <b>\$750,000.00</b>   |

6. Department's Grant Manager Grantee's Grant Manager
- Name: **Vicky Boyd** Name: **Theresa Brooks**
- or successor or successor
- Address: **Florida Dept. of Environmental Protection** Address: **City of Port Orange**
- 3900 Commonwealth Blvd. MS-3602** **1000 City Center Circle**
- Tallahassee, FL 32399-3000** **Port Orange, FL 32129**
- Phone: **N/A** Phone: **385-506-5702**
- Email: **Victoria.Boyd@FloridaDEP.gov** Email: **tbrooks@port-orange.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

|                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements                                                                     |
| <input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions                                                                                                          |
| <input checked="" type="checkbox"/> Attachment 3: Grant Work Plan                                                                                                                       |
| <input checked="" type="checkbox"/> Attachment 4: Public Records Requirements                                                                                                           |
| <input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements                                                                                                            |
| <input type="checkbox"/> Attachment 6: Program-Specific Requirements                                                                                                                    |
| <input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S. |
| <input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)                                                                                                          |
| <input type="checkbox"/> Additional Attachments (if necessary):                                                                                                                         |
| <input checked="" type="checkbox"/> Exhibit A: Progress Report Form                                                                                                                     |
| <input type="checkbox"/> Exhibit B: Property Reporting Form                                                                                                                             |
| <input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form                                                                                                             |
| <input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants                                                                                                           |
| <input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo                                                                                                      |
| <input type="checkbox"/> Additional Exhibits (if necessary):                                                                                                                            |

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

|                                                  |                                                           |
|--------------------------------------------------|-----------------------------------------------------------|
| Federal Award Identification Number(s) (FAIN):   |                                                           |
| Federal Award Date to Department:                |                                                           |
| Total Federal Funds Obligated by this Agreement: |                                                           |
| Federal Awarding Agency:                         |                                                           |
| Award R&D?                                       | <input type="checkbox"/> Yes <input type="checkbox"/> N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**City of Port Orange**

**GRANTEE**

Grantee Name

By

*(Authorized Signature)*

Date Signed

**Donald O. Burnette, Mayor**

Attest:

Print Name and Title of Person Signing

Robin L. Fenwick, MMC, City Clerk

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By

Secretary or Designee

Date Signed

**Angela Knecht, Director, Division of Water Restoration Assistance**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

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## DWRA Additional Signatures

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Victoria Boyd, DEP Grant Manager

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Gabriela VegaMolnar, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

#### Attachment 1

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

### **Attachment 1**

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- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**Attachment 1**

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**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**26. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### **27. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **28. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

#### **Attachment 1**

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- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

#### **29. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

#### **30. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

#### **31. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

#### **32. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

#### **33. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

#### **34. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**35. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**36. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**37. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**38. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**39. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. 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.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPA0368**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Port Orange Sewer System Rehabilitation Pipelining. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| <u>Reimbursement</u>                | <u>Match</u>             | <u>Category</u>                                     |
|-------------------------------------|--------------------------|-----------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/> | Salaries/Wages                                      |
|                                     |                          | Overhead/Indirect/General and Administrative Costs: |
| <input type="checkbox"/>            | <input type="checkbox"/> | a. Fringe Benefits, N/A.                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | b. Indirect Costs, N/A.                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractual (Subcontractors)                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Travel, in accordance with Section 112, F.S.        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Equipment                                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Rental/Lease of Equipment                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Miscellaneous/Other Expenses                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Land Acquisition                                    |

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

## **8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

|                   |                                                                |
|-------------------|----------------------------------------------------------------|
| \$200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| \$200,000/300,000 | Hired and Non-owned Automobile Liability Coverage              |

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

No retainage is required under this Agreement.

## **11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## **12. State-owned Land.**

The work will not be performed on State-owned land.

## **13. Office of Policy and Budget Reporting.**

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov).

## **14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**

None.

### ATTACHMENT 3 GRANT WORK PLAN

**PROJECT TITLE:** Port Orange Sewer System Rehabilitation Pipelining

**PROJECT LOCATION:** The Project will be located in the City of Port Orange within Volusia County; Lat/Long (29.1265, -81.0207).

**PROJECT BACKGROUND:** There are 6680 manholes and approximately 354 miles of piping located in the City of Port Orange's (Grantee) collection system. During the rainy season, the wastewater plant flows will increase more than 3 million gallons per day over normal flow rates due to I&I (inflow and infiltration). In 2015, a study was conducted to identify major I&I problem areas in the sewer collection systems. The study included evaluation of the sewer laterals, mains, and manholes where rain and ground water was entering into the system. Repairs include either complete pipe replacement, spot repairs, or "lining" the existing system with a special "cured in place" lining. Advantages to the cured in place process is that no excavation or disturbance to the customers occur. Approximately 28,000 linear feet (LF) of the total approximate 445,000 LF of pipe discussed in the 2015 I&I report has been lined.

**PROJECT DESCRIPTION:** The Grantee will construct phases of the sanitary sewer pipelining project to further the slip lining of existing pipes. No new pipes are being added or replaced.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

#### **Task 1: Construction**

**Deliverables:** The Grantee will construct slip lining on existing pipes in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

#### **PROJECT TIMELINE & BUDGET DETAIL:**

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

| Task No. | Task Title   | Budget Category      | Grant Amount | Task Start Date | Task End Date |
|----------|--------------|----------------------|--------------|-----------------|---------------|
| 1        | Construction | Contractual Services | \$750,000    | 07/01/2022      | 04/30/2025    |
| Total:   |              |                      | \$750,000    |                 |               |

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**Attachment 5**

1 of 6

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

# EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| <b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b> |                |             |            |                |                              |
|--------------------------------------------------------------------------------------------------------|----------------|-------------|------------|----------------|------------------------------|
| <b>Federal Program A</b>                                                                               | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
|                                                                                                        |                |             |            | \$             |                              |
|                                                                                                        |                |             |            |                |                              |
|                                                                                                        |                |             |            |                |                              |
| <b>Federal Program B</b>                                                                               | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
|                                                                                                        |                |             |            | \$             |                              |
|                                                                                                        |                |             |            |                |                              |
|                                                                                                        |                |             |            |                |                              |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| <b>Federal Program A</b> | First Compliance requirement: i.e.: (what services of purposes resources must be used for)     |  |
|--------------------------|------------------------------------------------------------------------------------------------|--|
|                          | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) |  |
|                          | Etc.                                                                                           |  |
|                          | Etc.                                                                                           |  |
| <b>Federal Program B</b> | First Compliance requirement: i.e.: (what services of purposes resources must be used for)     |  |
|                          | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) |  |
|                          | Etc.                                                                                           |  |
|                          | Etc.                                                                                           |  |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| <b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b> |                |      |            |                |                              |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------|------|------------|----------------|------------------------------|
| <b>Federal Program A</b>                                                                                                                     | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
|                                                                                                                                              |                |      |            |                |                              |
| <b>Federal Program B</b>                                                                                                                     | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
|                                                                                                                                              |                |      |            |                |                              |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| <b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b> |                                        |                                |             |                                          |                |                              |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------|-------------|------------------------------------------|----------------|------------------------------|
| <b>State Program A</b>                                                                                                                         | State Awarding Agency                  | State Fiscal Year <sup>1</sup> | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement                                                                                                                             | Department of Environmental Protection | 2022-2023                      | 37.039      | Florida Springs Grant Program - LI 1665A | \$750,000.00   | 140047                       |
| <b>State Program B</b>                                                                                                                         | State Awarding Agency                  | State Fiscal Year <sup>2</sup> | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
|                                                                                                                                                |                                        |                                |             |                                          |                |                              |

|             |  |  |  |  |              |  |
|-------------|--|--|--|--|--------------|--|
| Total Award |  |  |  |  | \$750,000.00 |  |
|-------------|--|--|--|--|--------------|--|

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

|                                 |                                                    |
|---------------------------------|----------------------------------------------------|
| <b>DEP Agreement No.:</b>       | LPA0368                                            |
| <b>Project Title:</b>           | Port Orange Sewer System Rehabilitation Pipelining |
| <b>Grantee Name:</b>            | City of Port Orange                                |
| <b>Grantee's Grant Manager:</b> | Theresa Brooks                                     |
| <b>Reporting Period:</b>        | Select Quarter - Select Year                       |

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

**Task 1: Construction**

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

**Completion Status for Tasks:**

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

**Design (Plans/Submittal):** 30% ☐, 60% ☐, 90% ☐, 100% ☐

**Permitting (Completed):** Yes ☐, No ☐

**Construction (Estimated):** \_\_\_\_\_ %

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Signature of Grantee's Grant Manager  
(Original Ink or Digital Timestamp)

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/18/2023

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**SUBJECT:** (C11) Approval of Task Authorization No. 18 for Zev Cohen and Associates for engineer estimates and specific concept plans for the 2024 Parks Bond Referendum

**DEPARTMENT:** Parks & Recreation

**GOAL:** 5 - Fiscal Sustainability

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**RECOMMENDED MOTION:** Move to approve Task Authorization No. 1 and authorize the Mayor and City Clerk to execute the associated documents.

---

**SUMMARY:** Staff is requesting the services of Zev Cohen and Associates for engineer estimates and specific concept plans to be used in conjunction with other consultants to put a package together for a 2024 Bond referendum. A project priority list was created through multiple meetings with the Parks and Recreation Advisory Board and City Council. The priority projects identified in this process are:

- 1) Coraci Park expansion
- 2) White Place Park renovation
- 3) Train Depot Park
- 4) Westside Community Center
- 5) Willow Run Park renovation (recent addition)

There may be other new parks or improvements to current parks and facilities that can be added to the above list as we work to finalize the list of projects to be considered as part of the bond referendum.

The conceptual designs for the priority projects are needed to provide accurate cost estimates to determine the total bond amount that will be voted on by the citizens.

Services will not exceed \$30,000 and are in line with the existing continuing service contract. If approved, this will be a part of the mid-year budget amendment.

**PRESENTER:** Susan Lovallo

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**ATTACHMENTS:**

|    |                                                                             |                                                                             |
|----|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 1. | Zev Cohen and Associates, Inc. Task Authorization 18 - Parks and Recreation | Zev Cohen and Associates, Inc. Task Authorization 18 - Parks and Recreation |
|----|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|

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|    |                            |                                |
|----|----------------------------|--------------------------------|
|    | Bond Support Services      | Bond Support Services.pdf      |
| 2. | Zev Cohen Proposal         | Zev Cohen Proposal.pdf         |
| 3. | Zev Cohen Contract         | Zev Cohen Contract.pdf         |
| 4. | Zev Cohen Renewal 02.14.24 | Zev Cohen Renewal 02.14.24.pdf |

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|               |                               |
|---------------|-------------------------------|
| Susan Lovallo | Created/Initiated - 3/17/2023 |
| Susan Lovallo | Approved - 3/17/2023          |
| Jennifer Cox  | Approved - 3/17/2023          |
| John McKinney | Approved - 4/4/2023           |
| Matthew Jones | Approved - 4/10/2023          |
| Wayne Clark   | Approved - 4/12/2023          |
| Tracee Cody   | Final Approval - 4/13/2023    |

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**TASK AUTHORIZATION NO. 18**  
**Standard Contract for Services dated February 14, 2017**  
**Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to Parks and Recreation Bond Support Services, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within **365 days** of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **\$30,000.00**. 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.
5. 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:

**ZEV COHEN & ASSOCIATES, INC.**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
M. Dwight Durant, Director

*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: \_\_\_\_\_

**CITY OF PORT ORANGE**

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

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Robin L. Fenwick, MMC, City Clerk

Date: \_\_\_\_\_

[CA 5673]

## EXHIBIT “1”

Contractor's Quote

Consisting of 1 Page

**Scope of Work** Based on discussions with Staff, the City desires to provide support services to investigate a potential bond referendum for various Parks and Recreation projects. We understand the City is in the process of evaluating various Citywide improvements to its parks and recreation facilities. The City is working with other consultants to develop polling, financial reporting, and other necessary documentation in order to place a bond referendum on the ballot for a citizen vote in 2024. As part of this process, certain master planning exhibits will need to be developed by ZCA to illustrate the proposed scope of the bond.

ZCA proposes to develop the following exhibits and perform the following tasks:

- Overall City Masterplan Illustrating various facility locations and scope items to be included in the bond.
- Specific concept plans for each included facility to illustrate the possible improvements. There are four anticipated locations that will require concept plan development.
- Other locations will be shown as well which will address minor improvements, but without the same level of illustration.
- Work with the City and its consultants to develop anticipated development costs for each improvement area.
- Multiple revisions to the above documents are anticipated as the bond referendum process is shaped by the desires of the City and its residents.
- Meetings with Staff and others as needed to further the goals and objectives of the Masterplan.

The scope does not include any formal design or permitting.

#### Fee Schedule

Document development - \$20,000  
Cost Estimating - \$5,000  
Meetings \$5,000

Total: \$30,000.00

**Scope of Work** Based on discussions with Staff, the City desires to provide support services to investigate a potential bond referendum for various Parks and Recreation projects. We understand the City is in the process of evaluating various Citywide improvements to its parks and recreation facilities. The City is working with other consultants to develop polling, financial reporting, and other necessary documentation in order to place a bond referendum on the ballot for a citizen vote in 2024. As part of this process, certain master planning exhibits will need to be developed by ZCA to illustrate the proposed scope of the bond.

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- Other locations will be shown as well which will address minor improvements, but without the same level of illustration.
- Work with the City and its consultants to develop anticipated development costs for each improvement area.
- Multiple revisions to the above documents are anticipated as the bond referendum process is shaped by the desires of the City and its residents.
- Meetings with Staff and others as needed to further the goals and objectives of the Masterplan.

The scope does not include any formal design or permitting.

#### Fee Schedule

Document development - \$20,000  
Cost Estimating - \$5,000  
Meetings \$5,000

Total: \$30,000.00



## CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

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This Master Contract for Engineering Services ("Contract") is entered into this 14<sup>th</sup> 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 **ZEV COHEN & ASSOCIATES, INC.** ("Contractor" or "Engineer"), a Florida corporation, whose principal address is 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 321274 (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                                                                                                                                                                                                                                                |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Workers' Compensation<br><u>Limits:</u><br><br><u>Additional Coverage:</u>                                                    | Coverage A - Statutory<br>Coverage B - \$100,000<br><br>All States (Broad Form)<br>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.                                                              |
| <input checked="" type="checkbox"/> | Comprehensive General Liability (including Completed Operations and Contractual Liability)<br><u>Limits:</u>                  | Combined Single Limit<br>Bodily Injury and Property damage<br>\$500,000 occurrence<br>\$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. |
| <input checked="" type="checkbox"/> | Comprehensive Business, Automobile Liability to include all automobiles.<br><u>Limits:</u><br><br><u>Additional Coverage:</u> | Auto Liability Body Injury: \$100,000 each person<br>\$300,000 each occurrence.<br><br>Property Damage Liability \$100,000 each occurrence.<br><br>Non-Owned, Hired Car | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage.                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | Professional Liability (Errors & Omissions)<br><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<br>Attention: City Manager<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5501                                                                                                                                               |
| Copy to:  | City of Port Orange<br>Attention: <i>(Department Head Requesting Service)</i><br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5500                                                                                                                |
| Engineer: | Zev Cohen & Associates, Inc.<br>Attention: Dwight Durant, Director<br>300 Interchange Boulevard<br>Suite C<br>Ormond Beach, Florida 32174<br>(386) 677-2482 – Telephone<br>(386) 677-2505 – Facsimile<br><a href="mailto:ddurant@zevcohen.com">ddurant@zevcohen.com</a> |

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.

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:

Hali Bryant  
Printed Name: Hali Bryant

Cindy Polido  
Printed Name: Cindy Polido

ZEV COHEN & ASSOCIATES, INC.

By: [Signature], PRESIDENT  
M. Dwight Durant, Director

*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: 2/7/17

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7th day of February, 2017, by M. Dwight Durant, as Director of Zev Cohen & Associates, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

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



Witnesses:

CITY OF PORT ORANGE

Cynthia K Rivera  
Printed Name: Cynthia K. Rivera

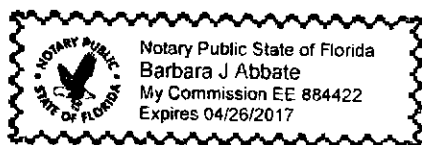
By: Donald O Burnette  
Donald O. Burnette, Mayor

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 14<sup>th</sup> 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

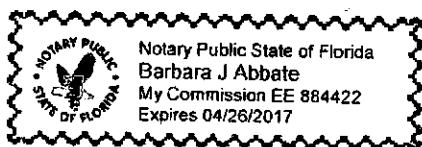
By: Robin L Fenwick  
Robin L. Fenwick, CMC, City Clerk

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 14<sup>th</sup> 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 5673]

# **EXHIBIT “1”**

(Consisting of 3 pages)

**TASK AUTHORIZATION NO. \_\_\_\_**  
**Standard Contract for Services dated \_\_\_\_\_**  
**Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("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:

**ZEV COHEN & ASSOCIATES, INC.**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
M. Dwight Durant, Director

*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 5673]

## 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: Zev Cohen & Associates, Inc.**

| <u>Category of Employee</u>                          | <u>Hourly Rate</u> |
|------------------------------------------------------|--------------------|
| Principal                                            | \$180.00           |
| Department Director                                  | \$160.00           |
| Senior Professional Engineer                         | \$150.00           |
| Senior Registered Landscape Architect                | \$150.00           |
| Project Manager                                      | \$150.00           |
| Senior Planner                                       | \$135.00           |
| Senior Biologist/Environmental Scientist/GIS Analyst | \$135.00           |
| Professional Engineer                                | \$135.00           |
| Registered Landscape Architect                       | \$135.00           |
| Environmental Scientist II/GIS Specialist II         | \$105.00           |
| Engineer II                                          | \$105.00           |
| Landscape Architect II                               | \$105.00           |
| Planner II                                           | \$105.00           |
| Senior Designer                                      | \$100.00           |
| Environmental Scientist I/GIS Specialist I           | \$ 95.00           |
| Engineer I                                           | \$ 95.00           |
| Landscape Architect I                                | \$ 95.00           |
| Planner I                                            | \$ 95.00           |
| Designer                                             | \$ 85.00           |
| CADD Manager                                         | \$110.00           |
| Senior CADD Technician                               | \$100.00           |
| CADD Technician                                      | \$ 90.00           |
| Construction Administration Manager                  | \$105.00           |
| Construction Administration Technician               | \$ 85.00           |
| IT Manager                                           | \$ 95.00           |
| Certified Soil Scientist                             | \$155.00           |
| Certified Arborist                                   | \$100.00           |
| Landscape Designer                                   | \$ 85.00           |
| Engineering Technician                               | \$ 75.00           |
| Biological Technician                                | \$ 65.00           |
| Technical Assistant                                  | \$ 65.00           |
| Senior Clerical                                      | \$ 60.00           |
| Clerical                                             | \$ 50.00           |



# 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. 5673

☐ Piggyback Agreement CA No. \_\_\_\_\_

☐ Purchase Order No. \_\_\_\_\_

**Term** From: February 14, 2022

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: Zev Cohen & Associates, Inc.

Name of Contact Person: M. Dwight DuRant, P.E., President

Mailing Address: 300 Interchange Blvd. #C, Ormond Beach, FL 32174

Email Contact Address: ddurant@zevcohen.com

Phone: 386-677-2482

Fax: 386-447-2505

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:** 12/8/21

#### 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: February 14, 2024

Acting

City Manager: \_\_\_\_\_

**Date:** 12-20-21

#### 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**



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/18/2023

---

**SUBJECT:** (C12) Approval of Memorandum of Understanding (MOU), Article 28, with the International Union of Police Associations (IUPA)

**DEPARTMENT:** Finance

**GOAL:** 1 - Public Safety

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**RECOMMENDED MOTION:** Move to approve the Memorandum of Understanding (MOU), Article 28, with the International Union of Police Associations (IUPA) Local 6051.

---

**SUMMARY:** This MOU amends Section 28.4 thru 28.6 of the International Union of Police Associations (IUPA) Local 6051 Collective Bargaining Agreement to increase the wages of officers and sergeants by \$1.95 per hour. This increase will be provided for all employees within the covered pay schedules beginning the first full pay period following ratification. This increase is an effort to recruit and retain officers for the Police Department.

## Officers

| <u>Year</u> | <u>Pay/HR.</u>  |
|-------------|-----------------|
| <u>Prob</u> | <u>\$ 24.00</u> |
| <u>1</u>    | <u>\$ 24.34</u> |
| <u>2</u>    | <u>\$ 24.66</u> |
| <u>3</u>    | <u>\$ 25.01</u> |
| <u>4</u>    | <u>\$ 25.35</u> |
| <u>5</u>    | <u>\$ 25.70</u> |
| <u>6</u>    | <u>\$ 26.06</u> |
| <u>7</u>    | <u>\$ 26.43</u> |
| <u>8</u>    | <u>\$ 26.79</u> |
| <u>9</u>    | <u>\$ 27.16</u> |
| <u>10</u>   | <u>\$ 27.54</u> |
| <u>11</u>   | <u>\$ 27.93</u> |
| <u>12</u>   | <u>\$ 28.32</u> |
| <u>13</u>   | <u>\$ 28.70</u> |
| <u>14</u>   | <u>\$ 29.11</u> |
| <u>15</u>   | <u>\$ 29.60</u> |
| <u>16</u>   | <u>\$ 30.14</u> |

## Sergeants

| <u>TIG</u>  | <u>Pay/HR.</u>  |
|-------------|-----------------|
| <u>Prob</u> | <u>\$ 30.83</u> |
| <u>1</u>    | <u>\$ 31.26</u> |
| <u>2</u>    | <u>\$ 31.70</u> |
| <u>3</u>    | <u>\$ 32.15</u> |
| <u>4</u>    | <u>\$ 32.60</u> |
| <u>5</u>    | <u>\$ 33.06</u> |
| <u>6</u>    | <u>\$ 33.52</u> |
| <u>7</u>    | <u>\$ 34.00</u> |
| <u>8</u>    | <u>\$ 34.48</u> |
| <u>9</u>    | <u>\$ 34.96</u> |
| <u>10</u>   | <u>\$ 35.46</u> |

---

Additionally, IUPA agreed to allow the City to have recruitment signing bonuses of up to \$5,000 for recruits who are law enforcement professionals moving from another law enforcement agency with a minimum of three years of experience. This signing bonus would be exclusive of the State of Florida's "Be A Florida Hero" program.

On 04/12/2023, 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. In order to ratify this agreement, the City Council must also vote in favor of the proposed changes.

PRESENTER: John McKinney

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**ATTACHMENTS:**

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|    |                                |                                    |
|----|--------------------------------|------------------------------------|
| 1. | IUPA Mid-Contract Increase MOU | IUPA Mid-Contract Increase MOU.pdf |
|----|--------------------------------|------------------------------------|

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|               |                              |
|---------------|------------------------------|
| Robin Fenwick | Created/Initiated - 4/4/2023 |
| John McKinney | Approved - 4/4/2023          |
| Matthew Jones | Approved - 4/10/2023         |
| Wayne Clark   | Approved - 4/13/2023         |
| Tracee Cody   | Final Approval - 4/13/2023   |

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

This Memorandum of Understanding ("MOU") is entered into between International Union of Police Associations Local 6051 - PERC Certification #1983 ("Association") and the City of Port Orange ("City") herein collectively referred to as the "parties," to modify the provision of the 2020-2023 collective bargaining agreement ("Agreement"). This MOU is entered into during the current contract term in an effort to recruit and retain sworn officers.

1. The Agreement was amended by an MOU on November 16, 2021, to increase wages and the recognized holidays from eight (8) to ten (10).
2. The Agreement was amended by an MOU on November 15, 2022, to increase the recognized holidays from ten (10) to twelve (12).
3. Upon execution by the parties, this MOU shall amend Sections 28.4 thru 28.6 of the Agreement as delineated below.
4. For purposes of this MOU, words with bold (**bold**) and underlined (underlined) type shall constitute additions to the original text of the Agreement and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text of the Agreement.
5. By executing this MOU, it is understood and agreed by the parties that Sections 28.4 thru 28.6 of the Agreement are hereby amended to read as follows:

**28.4 Effective the first full pay period after approval and execution of this MOU, employees will receive a \$1.95 per hour increase. Compensation will be paid in accordance with the following pay schedule:**

| <u>Officers</u> |                |
|-----------------|----------------|
| <u>YOS</u>      | <u>Pay/HR.</u> |
| <u>Prob</u>     | <u>\$24.00</u> |
| <u>1</u>        | <u>\$24.34</u> |
| <u>2</u>        | <u>\$24.66</u> |
| <u>3</u>        | <u>\$25.01</u> |
| <u>4</u>        | <u>\$25.35</u> |
| <u>5</u>        | <u>\$25.70</u> |
| <u>6</u>        | <u>\$26.06</u> |
| <u>7</u>        | <u>\$26.43</u> |
| <u>8</u>        | <u>\$26.79</u> |
| <u>9</u>        | <u>\$27.16</u> |
| <u>10</u>       | <u>\$27.54</u> |
| <u>11</u>       | <u>\$27.93</u> |
| <u>12</u>       | <u>\$28.32</u> |
| <u>13</u>       | <u>\$28.70</u> |
| <u>14</u>       | <u>\$29.11</u> |
| <u>15</u>       | <u>\$29.60</u> |
| <u>16</u>       | <u>\$30.14</u> |

| <u>Sergeants</u> |                |
|------------------|----------------|
| <u>TIG</u>       | <u>Pay/HR.</u> |
| <u>Prob</u>      | <u>\$30.83</u> |
| <u>1</u>         | <u>\$31.26</u> |
| <u>2</u>         | <u>\$31.70</u> |
| <u>3</u>         | <u>\$32.15</u> |
| <u>4</u>         | <u>\$32.60</u> |
| <u>5</u>         | <u>\$33.06</u> |
| <u>6</u>         | <u>\$33.52</u> |
| <u>7</u>         | <u>\$34.00</u> |
| <u>8</u>         | <u>\$34.48</u> |
| <u>9</u>         | <u>\$34.96</u> |
| <u>10</u>        | <u>\$35.46</u> |

- A. Employees will have their hourly rate adjusted effective the first full pay period after the effective date of this MOU, according to the above pay schedule. The Officer rate is based on Years of Service (YOS). The Sergeant Rate is based on Time in Grade (TIG).**
- B. Until September 30, 2023 only, employees will be moved through the pay schedule as provided on their anniversary date for officers or promotion date for Sergeants (to include probationary Sergeant status). No step increases will occur beyond September 30, 2023 unless or until agreed to by the parties pursuant to re-opened negotiations as provided for in the Duration Article of this Agreement.**
- C. Any employee whose current rate of pay is at a level higher than the corresponding rate of pay for the equivalent YOS/TIG will not be eligible to receive any adjustments to their pay.**

28.45 Employees will receive no increase in pay other than what is provided for in this agreement. All future wage increases beyond the term of this collective bargaining agreement shall be subject to negotiation by the parties.

28.56 New hires will generally start at the minimum rate of pay established for the classification. However, if a new hire has comparable Police experience with another agency, the Police Chief may elect to bring a new hire in at a higher rate of pay commensurate with their years of experience. Any requests above YOS-5 will require concurrence by the City Manager. **The City may also provide a recruitment signing bonus of up to \$5,000 for each recruit who is a sworn law enforcement officer moving from another law enforcement agency with a minimum of three years of police experience. This signing bonus is exclusive of any recruitment signing bonus amount or other incentives provided by the State of Florida.**

[28.6 – 28.8 shall be renumbered accordingly]

The above amended terms and conditions are the entire understanding of the MOU between the parties. Except as provided above, no other changes are being made to the Agreement and all other provisions thereof remain in full force and effect.

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

[Signature Pages to Follow]

IUPA MOU 2023

INTERNATIONAL UNION OF POLICE ASSOCIATIONS PERC CERTIFICATION #1983, IUPA, FLA:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_, Unit Representation

CITY OF PORT ORANGE, FLORIDA

\_\_\_\_\_

Date: \_\_\_\_\_

Don Burnette, Mayor

Attest:

\_\_\_\_\_

Robin Fenwick, City Clerk



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/18/2023

---

**SUBJECT:** (F15) Parks & Recreation Advisory Board Report

**DEPARTMENT:** City Clerk

**GOAL:**

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**RECOMMENDED MOTION:**

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**SUMMARY:**

**PRESENTER:** System Admin

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**ATTACHMENTS:**

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Tracee Cody

Created/Initiated - 3/23/2023

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# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/18/2023

---

**SUBJECT:** (F17) Parks & Recreation Board Appointment

**DEPARTMENT:** City Clerk

**GOAL:** 3 - Quality of Life

---

**RECOMMENDED MOTION:** Nominate a citizen to serve on the Parks & Recreation Advisory Board.

---

**SUMMARY:** James Richard currently serves on the Parks & Recreations Advisory Board; however, his term expired on February 16, 2023. He has indicated he would like to continue serving on the Board.

The City Clerk has also received one other application from Monica Riera wishing to serve.

Both applications are included in the agenda packet for Council consideration.

**PRESENTER:** Robin Fenwick

---

**ATTACHMENTS:**

|    |                                |                                    |
|----|--------------------------------|------------------------------------|
| 1. | Application - James Richard Jr | Application - James Richard Jr.pdf |
| 2. | Monica Riera Application       | Monica Riera Application.pdf       |

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Tracee Cody  
Wayne Clark

Created/Initiated - 4/13/2023  
Final Approval - 4/13/2023

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## CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

### VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

|                                                         |                                                                |
|---------------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Environmental Advisory Board   | <input type="checkbox"/> Library Advisory Board                |
| <input type="checkbox"/> Construction Regulation Board* | <input checked="" type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Code Enforcement Board*        | <input type="checkbox"/> Planning Commission*                  |
| <input type="checkbox"/> Charter Review Board           | <input type="checkbox"/> City Manager Selection Committee      |
| <input type="checkbox"/> Civil Service Board            | <input type="checkbox"/> Audit & Budget Advisory Board         |
| <input type="checkbox"/> Districting Commission         | <input type="checkbox"/> Youth Advisory Board                  |

#### CRA Boards

☐ Eastport Community Redevelopment Agency\*  
☐ Town Center Community Redevelopment Agency\*

#### Pension Boards

☐ General Employees\*  
☐ Police\*  
☐ Fire\*

#### ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

**MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.**

#### 1. PERSONAL

Name James H Richard Jr, RN Date of Birth 03-26-73

Address 5740 Stewart Av Port Orange, FL

Home Telephone 386 852-3724

E-Mail Address selahliving@gmail.com

Business Telephone 386-852-3724

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District District 3

How long have you been a resident of Port Orange? 28 yrs

Are you currently serving on a City Board? NO

Have you ever served on a City Board? NO

If yes, when and which Board? N/A

2. **REFERENCES** – Please list three references (business and/or personal)

Jim Richard Sr. 1027 Tomkins Dr PO 386-852-3725

Name, address, and telephone number

Tracy Riehm 4668 Halifax Dr. Port Orange 32127

Name, address, and telephone number

Don Burnett 386-295-5760

Name, address, and telephone number

3. **EDUCATION**

High School Spruce Creek High School Date Graduated 1992

College DBCC, UCF Date Graduated 2002 Degree BS- Business  
ADN-Registered Nurse

4. **WORK EXPERIENCE** I have been an RN at Halifax Hospital for the 12 years. I worked in ICU/Trauma for 8

years before moving to the Hospice Care Center in Port Orange. I served as a manager at Hospice for a year, which inspired my wife and I to start our own assisted living facility in Port Orange. I now work part-time for Hospice and own and operate our 6 bed assisted living facility.

5. **INTERESTS/ACTIVITIES** I enjoy out door activities such as biking and exercising on the beach.

My wife and I like to support local businesses and restaurants, often going out to support them. We also enjoy participating in community and church activities i.e. PO Family Days and the Spring Festival. We are huge political junkies and follow both local and national politics. We enjoy traveling and spending time with our family members

6. **COMMUNITY INVOLVEMENT** I was one of the chore nurses that opened up the Port Orange Hospital

I support several community charitable organizations having participated in the Hospice 5K several years in a row now. My wife and I support the local chapter of the Tears Foundation. We help with the fund raising and the annual walk held at the PO city center. Over the years, we have worked with various community sports programs, such as PAI S, as our son participated. We are actively involved church members, and do various community building activities through our church. We believe strongly in the political process, especially locally. We supported several local politicians in there bid for office, including our Major Don Burnette. We are active member of the Tiger Bay political club. We believe local businesses are the key to community growth. We choose to dine and shop from small businesses like Mel's Diner and 95 and Vine whenever possible.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

My dad taught me the importance of community service. He himself has serviced as a Port Orange Police VIP for 25 plus years. Since politics and local government is a great interest of mine, I believe that is a way I can get involved and serve my community. Now that I own my own business, I have the time to dedicate to serving my community.

8. **A resume or separate sheet with additional information should be included.**

**I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.**

James H. Richard Jr. RN

**Signature**

1/18/16

**Date**

**Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.**

**Return this form to:** **Robin Fenwick, CMC, City Clerk,  
1000 City Center Circle  
Port Orange, Florida 32129**

# JAMES H. RICHARD JR. RN

5740 Stewart Ave, Port Orange, Florida 32127 (386) 852-3724 E-mail: [selahliving@gmail.com](mailto:selahliving@gmail.com)

## PROFILE

- Focused, detail-oriented individual who enjoys challenges and strives to maintain excellence.
- Problem solver—Skilled in troubleshooting and making decisions for corrective action.
- Experienced in working with patients to identify their individual needs and expectations. Effective in resolving patient/family issues to mutual satisfaction.
- Flexible; able to function well in a constantly changing environment.
- People oriented; well developed communication and interpersonal skills, having dealt with a wide variety of professionals, patients, and staff members.
- Cooperative team player; equally effective working independently.
- Ability to work under pressure in a fast-paced environment and manage multiple tasks.
- Strengths: complete head to toe assessments, the management of the labor patient, patient/family education, safety and infection control, transfer/discharge patients, code response, regulatory compliance, and advanced procedures

## OBJECTIVE

To continue to build a career in nursing or a related healthcare field to provide nursing services, education, and community relations To establish a proven record of nursing with clinical and surgical expertise developed through a specialized nursing setting. To continue to experience acute and outpatient settings with solid care management, patient/family education, and skills transferable to any medical/nursing setting.

## EDUCATION

**Associates Degree in Nursing RN**, May 2005  
Daytona Beach Community College, Daytona Beach, Florida

**Bachelor of Science in Business Administration**, May 2002  
University of Central Florida, Orlando, Florida

**Associates Degree in Business Administration**, May 1999  
Daytona Beach Community College, Daytona Beach, Florida

**Certifications/Licenses:** Registered Nurse - State of Florida active since 6/2005  
■ ACLS Certified - American Heart Association  
■ BLS Certified - American Heart Association  
■ TNCC Certified - American Heart Association

## WORK HISTORY

2/2004-Present

### Registered Nurse

Halifax Health Medical Center/ ICU, Trauma, Hospice, Daytona Beach, Florida

- Working 12-hour shifts, provide comprehensive care on two patient ratio from admittance through discharge. Involved with nurse/family /physician communication and patient/family education
- Demonstrated clinical proficiency in areas including but not limited to: care of both the low and high risk patient, rapid assessment and treatment of the triage patient, IV insertion, IV medication titration/administration, blood transfusions, lab value interpretation

5/2015-Present

### Owner/Administrator

Selah Living LLC Daytona Beach, Florida

- Utilize advanced nursing skills as a patient advocate, work with patients, their physicians, and families in coordinating necessary care and services. Serve as a liaison between the patient, the health care providers and the health plan while facilitating coordination of care and communication among the health care providers and the patient.
- Coordinate the care and management of 6 full time residents 24-hours a day. Management of 8 employees, their duties, their schedules, payroll, and training. Coordinate and prepare for state inspections and compliance.

## COMPUTER SKILLS

Microsoft Office (Word, Excel, PowerPoint), Windows, Meditech, Pages, Numbers, Quickbooks

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [CityClerk](#)  
**Subject:** [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application  
**Date:** Wednesday, March 1, 2023 6:35:19 PM

---

## Advisory Boards and Commissions Volunteer Application

### Step 1

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*Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.*

---

*Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.*

---

|                                        |                                     |
|----------------------------------------|-------------------------------------|
| Check the boards you wish to apply for | Parks and Recreation Advisory Board |
|----------------------------------------|-------------------------------------|

---

|                     |                      |
|---------------------|----------------------|
| Order of Preference | Field not completed. |
|---------------------|----------------------|

---

**If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.**

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

\* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

---

### Personal Information

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|            |        |
|------------|--------|
| First Name | Monica |
|------------|--------|

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|           |       |
|-----------|-------|
| Last Name | Riera |
|-----------|-------|

---

|               |            |
|---------------|------------|
| Primary Phone | 3862952121 |
|---------------|------------|

---

|                 |                      |
|-----------------|----------------------|
| Alternate Phone | Field not completed. |
|-----------------|----------------------|

---

|               |                      |
|---------------|----------------------|
| Email Address | Mrierarosa@gmail.com |
|---------------|----------------------|

---

|                      |     |
|----------------------|-----|
| Are you a registered | Yes |
|----------------------|-----|

---

voter in Port Orange?

|                                            |                             |
|--------------------------------------------|-----------------------------|
| Address                                    | 2040 Red Robin dr           |
| City                                       | Port Orange                 |
| State                                      | FL                          |
| Zip Code                                   | 32128                       |
| Preferred Mailing Address                  | <i>Field not completed.</i> |
| City Council District                      | <i>Field not completed.</i> |
| Can you regularly attend meetings?         | Yes                         |
| Are you currently serving on a City Board? | No                          |
| If yes, which board(s)?                    | <i>Field not completed.</i> |

### References

Please list three references (business and / or personal)

|             |                                   |
|-------------|-----------------------------------|
| Reference 1 | Matt Cardwell<br>(410) 440-0985   |
| Reference 2 | Tim Reed<br>(954) 290-4729        |
| Reference 3 | Robert Zerbisias<br>(386)235-9059 |

### Education

|                            |                             |
|----------------------------|-----------------------------|
| High School                | <i>Field not completed.</i> |
| Date Graduated High School | <i>Field not completed.</i> |
| College                    | <i>Field not completed.</i> |
| Date Graduated College     | <i>Field not completed.</i> |
| Degree                     | <i>Field not completed.</i> |

### Additional Information

|                                             |                                           |
|---------------------------------------------|-------------------------------------------|
| Work Experience                             | <i>Field not completed.</i>               |
| Interests / Activities                      | <i>Field not completed.</i>               |
| Community Involvement                       | <i>Field not completed.</i>               |
| Why do you desire to serve on these boards? | <i>Field not completed.</i>               |
| Additional Information                      | <i>Field not completed.</i>               |
| Resume                                      | <a href="#">Monica Riera_Resume.pages</a> |

*I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.*

*By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.*

*Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.*

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. \*

|                        |              |
|------------------------|--------------|
| Acceptance             | I agree      |
| Type your name to sign | Monica Riera |
| Date                   | 3/1/2023     |

*Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at [cityclerk@port-orange.org](mailto:cityclerk@port-orange.org) or 386-506-5563.*

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# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/18/2023

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**SUBJECT:** (F18) Town Center CRA Board Appointment

**DEPARTMENT:** City Clerk

**GOAL:** N/A

---

**RECOMMENDED MOTION:** Move to nominate Anthony Pinizzotto to the Town Center CRA Board.

---

**SUMMARY:** Anthony Pinizzotto has submitted his application to serve on the Town Center CRA Board to fill the vacant position. The appointment is a 4-year term that will expire in April 2027. Mr. Pinizzotto's application is attached for consideration.

---

**PRESENTER:** Robin Fenwick

---

**ATTACHMENTS:**

|    |                                          |                                              |
|----|------------------------------------------|----------------------------------------------|
| 1. | Anthony Pinizzotto Volunteer Application | Anthony Pinizzotto Volunteer Application.pdf |
|----|------------------------------------------|----------------------------------------------|

---

|               |                              |
|---------------|------------------------------|
| Tracee Cody   | Created/Initiated - 4/3/2023 |
| Tracee Cody   | Approved - 4/3/2023          |
| Robin Fenwick | Approved - 4/3/2023          |
| Wayne Clark   | Approved - 4/12/2023         |
| Tracee Cody   | Final Approval - 4/13/2023   |

---

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [CityClerk](#)  
**Subject:** [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application  
**Date:** Friday, February 3, 2023 4:02:17 PM

---

## Advisory Boards and Commissions Volunteer Application

### Step 1

---

*Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.*

---

*Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.*

---

|                                        |                                             |
|----------------------------------------|---------------------------------------------|
| Check the boards you wish to apply for | Town Center Community Redevelopment Agency* |
|----------------------------------------|---------------------------------------------|

---

|                     |                      |
|---------------------|----------------------|
| Order of Preference | Field not completed. |
|---------------------|----------------------|

---

*All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.*

*\* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

---

### Personal Information

---

|                                            |                        |
|--------------------------------------------|------------------------|
| First Name                                 | Anthony                |
| Last Name                                  | Pinizzotto             |
| Primary Phone                              | 3868461489             |
| Alternate Phone                            | 3865858027             |
| Email Address                              | tony@pinlawoffice.com  |
| Are you a registered voter in Port Orange? | Yes                    |
| Address                                    | 6210 Yellowstone Drive |
| City                                       | Port Orange            |

|                                            |                                               |
|--------------------------------------------|-----------------------------------------------|
| State                                      | FL                                            |
| Zip Code                                   | 32127                                         |
| Preferred Mailing Address                  | 6210 Yellowstone Drive, Port Orange, FL 32127 |
| City Council District                      | 4                                             |
| Can you regularly attend meetings?         | Yes                                           |
| Are you currently serving on a City Board? | No                                            |
| If yes, which board(s)?                    | Port Orange Town Center CRA                   |

### References

Please list three references (business and / or personal)

|             |                                                                                 |
|-------------|---------------------------------------------------------------------------------|
| Reference 1 | Ray Donadio, 851 Dunlawton Ave., Ste 301, Port Orange, FL 32127<br>937-409-8159 |
| Reference 2 | Scot Harper 5988 Trailwood Dr., Port Orange, FL 32127<br>386-295-6488           |
| Reference 3 | Paul Taylor, 6182 Yellowstone Dr., Port Orange, FL 32127<br>386-871-5103        |

### Education

|                            |                                           |
|----------------------------|-------------------------------------------|
| High School                | Jackson Memorial High School, Jackson, NJ |
| Date Graduated High School | 6/15/1979                                 |
| College                    | Embry-Riddle Aeronautical University      |
| Date Graduated College     | 6/4/1983                                  |
| Degree                     | BS Aeronautical Studies                   |

### Additional Information

|                 |                                                                                     |
|-----------------|-------------------------------------------------------------------------------------|
| Work Experience | Lawyer - 1999 to present. Presently self employed, Law Office of Anthony Pinizzotto |
|                 | Golf, cycling, boating                                                              |

## Interests / Activities

Community  
Involvement

Knights of Columbus - Epiphany Catholic Church

Why do you desire to  
serve on these boards?

I would like to see the Riverwalk area reach its full potential.

Resume / Additional  
Information

Field not completed.

*I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.*

*By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.*

*Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.*

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. \*

Acceptance

I agree

Type your name to sign

Anthony Pinizzotto

Date

2/3/2023

*Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at [cityclerk@port-orange.org](mailto:cityclerk@port-orange.org) or 386-506-5563.*

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# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/18/2023

---

**SUBJECT:** (F19) Eastport CRA Board Appointment

**DEPARTMENT:** City Clerk

**GOAL:** N/A

---

**RECOMMENDED MOTION:** Move to nominate Christopher Donadio to the Eastport CRA Board.

---

**SUMMARY:** Christopher Donadio has submitted his application to serve on the Eastport CRA Board to fill the vacant position. The appointment is a 4-year term that will expire in April 2027. Mr. Donadio's application and resume are attached for consideration.

---

**PRESENTER:** Robin Fenwick

---

**ATTACHMENTS:**

|    |                                               |                                                   |
|----|-----------------------------------------------|---------------------------------------------------|
| 1. | Donadio, Christopher - Eastport CRA Applicant | Donadio, Christopher - Eastport CRA Applicant.pdf |
| 2. | Donadio, Christopher - Resume                 | Donadio, Christopher - Resume.docx                |

---

Tracee Cody  
Wayne Clark

Created/Initiated - 4/3/2023  
Final Approval - 4/12/2023

---

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [CityClerk](#)  
**Subject:** [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application  
**Date:** Thursday, March 23, 2023 11:04:11 AM

---

## Advisory Boards and Commissions Volunteer Application

### Step 1

---

*Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.*

---

*Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.*

---

|                                        |                                          |
|----------------------------------------|------------------------------------------|
| Check the boards you wish to apply for | Eastport Community Redevelopment Agency* |
|----------------------------------------|------------------------------------------|

---

|                     |              |
|---------------------|--------------|
| Order of Preference | Eastport CRA |
|---------------------|--------------|

---

**If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.**

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

\* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

---

### Personal Information

---

|            |             |
|------------|-------------|
| First Name | Christopher |
|------------|-------------|

---

|           |         |
|-----------|---------|
| Last Name | Donadio |
|-----------|---------|

---

|               |            |
|---------------|------------|
| Primary Phone | 7047136774 |
|---------------|------------|

---

|                 |                      |
|-----------------|----------------------|
| Alternate Phone | Field not completed. |
|-----------------|----------------------|

---

|               |                         |
|---------------|-------------------------|
| Email Address | Donadio.chris@yahoo.com |
|---------------|-------------------------|

---

|                      |    |
|----------------------|----|
| Are you a registered | No |
|----------------------|----|

voter in Port Orange?

|                                            |                                               |
|--------------------------------------------|-----------------------------------------------|
| Address                                    | 188 Bear Foot Trail                           |
| City                                       | Ormond Beach                                  |
| State                                      | FL                                            |
| Zip Code                                   | 32174                                         |
| Preferred Mailing Address                  | 188 Bear Foot Trail<br>Ormond Beach, FL 32174 |
| City Council District                      | <i>Field not completed.</i>                   |
| Can you regularly attend meetings?         | Yes                                           |
| Are you currently serving on a City Board? | No                                            |
| If yes, which board(s)?                    | <i>Field not completed.</i>                   |

### References

Please list three references (business and / or personal)

|             |                                                                                             |
|-------------|---------------------------------------------------------------------------------------------|
| Reference 1 | Raymond Donadio<br>6079 Sanctuary Garden Boulevard<br>Port Orange, FL 32128<br>937-409-8159 |
| Reference 2 | Don Burnette<br>1000 City Center Circle<br>Port Orange, FL 32129<br>(386) 506-5563          |
| Reference 3 | <i>Field not completed.</i>                                                                 |

### Education

|                            |                                |
|----------------------------|--------------------------------|
| High School                | Niles McKinley High School     |
| Date Graduated High School | 6/6/1982                       |
| College                    | Bowling Green State University |
| Date Graduated College     | 5/8/1986                       |

Degree Bachelor of Science - Journalism

---

**Additional Information**

---

Work Experience Sales; Marketing; Small Business Owner; Non-profit Founder

---

Interests / Activities Travel; Outdoor sports & recreation; Bible Study;

---

Community Involvement Salty Church, Ormond Beach volunteer;  
Supporter of Special Olympics

---

Why do you desire to serve on these boards? I would like to increase my knowledge of business development and related tax assessments as it relates to where I am employed in the Eastport Business District. I have worked in the industrial sector of business for more than 20 years and I believe there is room for more growth in the Eastport Business Center.

---

Additional Information *Field not completed.*

---

Resume [Resume20220216.docx](#)

---

*I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.*

*By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.*

*Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.*

---

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. \*

---

Acceptance I agree

---

Type your name to sign Christopher Donadio

---

Date 3/23/2023

---

*Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at [cityclerk@port-orange.org](mailto:cityclerk@port-orange.org) or 386-506-5563.*

---

Email not displaying correctly? [View it in your browser.](#)

# Christopher D. Donadio

---

704-713-6774 – donadio.chris@yahoo.com

## SUMMARY OF QUALIFICATIONS

Blending my media, sales and marketing skills, I have helped to successfully grow small business, big business and non-profit organizations in revenue and community support. I thrive on connecting people and ideas together for the benefit of a well-informed public.

## EXPERIENCE

**2021 – Present                      PDC-A Brady Business**

**Account Manager, Government**

- Promotion and sales of identification-related access control products
- Creating credential programs for federal, state, and local governments
- Interfacing with numerous departments within a \$1.2 Billion company
- Writing new processes to increase production and sales efficiencies
- Reading and executing government contracts, including DoS and DoD

**2000 – 2021                      Litco, International, Inc.**

**Multi-Regional Territory Sales**

- Increase in sales from \$800,000 to \$3M
- New Product development
- Create annual company marketing plan
- Assist with company strategic sales plan
- Develop and work multiple territories

**2007 – 2013                      Down Syndrome Association of the Valley**

**Co-founder, Board of Directors, Secretary**

- Co-founding a grassroots, non-profit organization
- Implement annual multi-media campaigns
- Instrumental in securing donations of \$1.25M
- Marketing Fundamentals Presenter at NDSS National Conference

**1998 – 2000                      WYTV-TV – Benedek Broadcasting**

**Local / Regional Media Sales**

**Increased sales \$500,000 to \$1.2 Million**

**Promoted from local sales to regional sales manager**

**1988 – 1998                      WBBG-FM, WBBW-AM – Connoisseur Communications**

**Local / Regional Media Sales**

**Started with no account list and developed sales of \$500,000**

**Promoted from local sales to regional sales manager**

**Radio Advertising Bureau Co-coordinator for the company**

## **EDUCATION**

**Bowling Green State University**

**B.S., Broadcast Journalism; Minor, Theatre**

## **ASSOCIATIONS – MEMBERSHIPS**

- **National Press Club Journalism Institute**
- **Union County (NC) Chamber of Commerce (Ambassador)**
- **NCDOL (North Carolina Department of Labor) Private Speaker's List**
- **A.A.R. (Association of American Railroads)**
- **AMSA (American Moving & Storage Association)**
- **IOPP (Institute of Packaging Professionals)**
- **NDSS (National Down Syndrome Association)**
- **DDAIA (Down Syndrome Affiliates in Action)**
- **BMA Carolinas (Business Marketing Association)**

## **TRAINING**

- **Brady Corp. – various certifications in safety & prevention**
  - **(i.e. Cyber Security; Insider Trading; Unconscious Bias)**
- **Miller-Heiman – “Strategic Selling”**
- **Stephen Covey – “7 Habits of Highly Effective People”**
- **South Piedmont Community College – “How to Start Your Small Business & Sell It for a Profit”**

## **CHARACTER STRENGTHS**

**(Results from 360 Solutions Assessments & Surveys, administered by HPO Associates, Inc.)**

**Handles pressure and stress for long periods of time; well-balanced; creative and yet very, very patient; enormous amounts of energy; persistent and successful at solving complex problems; very detail oriented**